

LIMITED IN-PERSON ATTENDANCE PERMITTED

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a “first-come” basis.

*Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County’s YouTube channel, which can be found via the County’s website at Oconeesc.com. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **894 3091 2629**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.*



A G E N D A

OCONEE COUNTY COUNCIL MEETING

June 16, 2020

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- June 2, 2020 Regular Minutes
- June 11, 2020 Special / Public Hearing Minutes

Administrator Comments

Attorney Comments

Public Hearings for the Following Ordinances

If you are not able to attend in person and you would like to be heard during the public hearing, please contact Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

Ordinance 2020-01 “AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.”

Ordinance 2020-02 “AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.”

Ordinance 2020-03 “AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.”

Ordinance 2020-12 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2020-02 *[see caption above]*

Ordinance 2020-03 *[see caption above]*

Ordinance 2020-12 *[see caption above]*

Second Reading of the Following Ordinances

[None Scheduled]

First Reading of the Following Ordinances

Ordinance 2020-09 “AN ORDINANCE AMENDING THE “SIGN CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.”

Ordinance 2020-10 “AN ORDINANCE AMENDING THE ENFORCEMENT AND PENALTY PROVISIONS OF THE “LITTER CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.”

First & Final Reading for the Following Resolutions

[None Scheduled]

Discussion Regarding Action Items

Please note the following in relation to the first four procurement matters below:

June 2, 2020 - 1st reading, 2020-01 Budget Ordinance was approved

June 11, 2020 – 2nd reading, 2020-01 Budget Ordinance was approved

June 25, 2020 – 3rd and final reading, 2020-01 Budget Ordinance is anticipated to be approved.

Printing and Mailing All Type Tax Notices / Assessor, Auditor, Delinquent Tax & Treasurer / Not Exceed Approved Ordinance 2020-01 Budget Amount(s)

Budget: \$135,571.00 / **Project Cost:** \$135,571.00 / **Balance:** \$0.00

The solicitation was issued to contract with an outside firm that will furnish all labor, equipment, materials and postage to provide tax bills and assessment forms, print notices and bills from data provided by the County, fold and insert into envelopes, presort, deliver to US Post Office and mail. QS1/Smith Data will generate the data files that will be provided electronically to Laser Print Plus. This will save the County money in postal expenses, and also provide tax notices that are easy to read and understand and a return envelope to be used for tax payments.

The pricing for this purchase is per a Request for Proposals (RFP) issued by the County of Greenville; which allows other South Carolina Counties, at their discretion, to make use of the County of Greenville's competitive process and to purchase directly from Laser Print Plus WY, LLC. This RFP was awarded, by the County of Greenville, in July of 2018 with the option to renew for four additional years. Since the County of Greenville has three years of optional renewals, staff is requesting to contract with Laser Print Plus for the remaining three years (1 year with the option to renew for 2 additional one-year periods.) The amount requested is based on estimated quantities and will fluctuate based on the actual number of notices mailed and the Assessor's reassessment year.

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget [1] approve the Award for Printing and Mailing of All Type Tax Notices to Laser Print Plus WY, LLC of Columbia, SC, in an amount not to exceed the approved 2020-01 Budget, for one year, with an option to renew for two additional one-year periods and [2] authorize the County Administrator to renew the award for up to two one-year periods, provided their work is satisfactory and the amount does not exceed the future years approved budgets for this expenditure.

Tires from State Contract / Rock Quarry & Vehicle Maintenance / Estimated Amount: \$145,000.00

Budget: \$145,000.00 / **Project Cost:** \$145,000.00 / **Balance:** \$0.00

Vehicle Maintenance purchases tires as needed for County vehicles such as, but not limited to, police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks, estimated at \$140,000.00. The Rock Quarry purchases tires as needed for road driven vehicles assigned to their department, estimated at \$5,000.00.

The SC Materials Management Office awarded SC Contract # 4400022242 (Bridgestone/Firestone), 4400014834 (Goodyear), and 4400012720 (Michelin) for Statewide Tires and Service to a list of tire manufactures. The manufactures provided a distributors list to the SC Materials Management Office, who then awards contract numbers to the individual distributors. Super Service of Walhalla, SC is a Bridgestone/Firestone, Goodyear, and Michelin Tire Distributor under State Contract Number 4400022786. The discounts range from 23% – 52.25% off list price depending on the brand and type of tire. Super Service delivers the tires at no charge and also stocks a large inventory of tires.

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget [1] approve the purchase of Bridgestone/Firestone, Goodyear, and Michelin tires as needed from Super Service Tire &

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Alignment of Walhalla, SC in a combined estimated amount of \$145,000 for fiscal year 2020-2021 and [2] allow the County Administrator to approve future purchases from state contract for the next four-year period or through FY 2024-2025, as long as all purchases for Bridgestone/Firestone, Goodyear, and Michelin tires are in accordance with the State Contract award and amounts do not exceed amounts budgeted and approved by Council in future years for tire purchases.

Procurement #: RFP 19-08 / Institutional Healthcare Services / Detention Center / Amount: 386,400.00

Budget: \$386,400.00 / Project Cost: \$386,400.00 / Balance: \$0.00

RFP 19-08 was issued on May 1, 2020 to select an outside firm to be responsible for medical care for inmates at the Detention Center. This RFP requested pricing for 12hr, 18hr and 24hr coverage options. In order to meet the needs of the department, the Detention Center Director requests the 18hr/7-day Coverage option. This contract is to start on July 1, 2020. Their health care delivery system will comply with all industry and state standards for medical services provided to inmates.

Six firms were notified of this RFP and two proposals were received on May 28, 2020. An Evaluation Committee consisting of County and Sheriff's Department Staff reviewed and scored the proposals and unanimously recommended Southern Health Partners of Chattanooga, TN for award.

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget [1] approve the award of RFP 19-08, Institutional Healthcare Services to Southern Health Partners of Chattanooga, TN, in the amount of \$386,400.00; [2] approve any additions to the "Cost Pool" as long as the medical budget for the detention center is not exceeded, and [3] authorize the County Administrator to renew this contract for an additional four years, as long as the amount does not exceed the medical amount budgeted for the Detention Center and the services provided are satisfactory.

Procurement #: RFP 19-06 / Inmate Food Service / Detention Center / Amount: Not to Exceed Approved Ordinance 2020-01 Budget Amount

Budget: \$266,000.00 / Project Cost: \$266,000.00 / Balance: \$0.00

RFP 19-06 was issued on February 14, 2020 to select a firm to be responsible for all inmate meals at the Detention Center. This vendor will be responsible for hiring, training and supervising all kitchen personnel, maintain compliance with local and state food preparation standards, supply all inmate food to meet minimum standards, prepare and serve the food, and clean all kitchen equipment and premises daily. The County will be charged monthly, for the actual meals prepared for inmates, based on a sliding scale (provided in attachments) of the cost per inmate meal that is based on the monthly Average Daily Inmate Population.

Four firms were notified of this RFP and two proposals were received on March 31, 2020. An Evaluation Committee consisting of County and Sheriff Department staff reviewed and scored the proposals and unanimously recommended Trinity Services Group, Inc., of Oldsmar, FL for award.

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget [1] approve the award of RFP 19-06, Inmate Food Services to Trinity Services Group, Inc., of Oldsmar, FL, in an amount not to exceed the approved Ordinance 2020-01 budgeted amount for the expenditure and [2] authorize the County Administrator to renew this contract for an additional four years, as long as the amount does not exceed the food amount budgeted and approved by Council for future years and all services are satisfactory.

Procurement #: 19-09 / Seneca Rail Park Infrastructure / Economic Development / Amount: Project: \$ 570,319.32
10% Contingency: \$ 57,031.93
Total Award: \$ 627,351.25

Budget: \$627,351.25 / Project Cost: \$627,351.25 / Balance: \$0.00

On March 19, 2019 Council Approved the grant application to SC Rural Infrastructure Authority in the amount of \$500,000 for water and sewer infrastructure expansion in the Seneca Rail Park.

The Seneca Rail Park Infrastructure Project consists of: connection to existing 12-in water main; Construction of 384-LF of new 12-inch water main including steel cased bore under Shiloh Road and Railroad; Construction of 2,680-LF of 10-inch gravity sewer including ten (10) manholes; Connect gravity sewer to existing OJRSA manhole. All associated work required to install the above-described infrastructure.

On April 30, 2020 formal sealed bids were opened for this project. This bid was originally sent to twelve (12) bidders. Six (6) firms submitted bids, with Cedar Farms & Construction, Inc. of Eastanollee, GA submitting the lowest bid of \$570,319.32.

It is the staff's recommendation that Council [1] approve the award of ITB 19-09 to Cedar Farms & Construction, Inc., of Eastanollee, GA for the Seneca Rail Park Infrastructure in the amount of \$570,319.32, with a 10% contingency amount of \$57,031.93 for any change orders that may arise, for a total award amount of \$627,351.25 and [2] authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

DISCUSS AND AUTHORIZE THE COUNTY ADMINISTRATOR TO PURCHASE CERTAIN REAL PROPERTY COMPRISED OF APPROXIMATELY 11.23 ACRES, LOCATED ADJACENT TO THE OCONEE COUNTY REGIONAL AIRPORT. THE PURCHASE PRICE SHALL NOT EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), WHICH SHALL BE PAID FOR BY FAA AND SC AERONAUTICS GRANTS, WITH A COUNTY MATCH BETWEEN ZERO AND FIVE PERCENT.

Staff requests that County Council authorize the County Administrator to, on behalf of the County, execute a purchase agreement, receive a deed, and take all other action necessary to purchase certain real property comprised of approximately 11.23 acres, which is located adjacent to the Oconee County Regional Airport. The property is designated by tax map number 256-00-01-006, and is more particularly shown on the attached survey, dated September 19, 2019. The property is being purchased for the purpose of future airport terminal area expansion with apron and hangar development. The purchase price shall not exceed one hundred and fifty thousand dollars and 00/100 (\$150,000.00); the purchase price shall either be paid for, or reimbursed by, FAA grant award #TBD and SC Aeronautics Commission grant award #TBD, with the County contributing matching funds between zero and five percent of the whole.

It is staff's recommendation that Council authorize this real property purchase.

Council Committee Reports

Budget, Finance, & Administration / Mr. Elliott.....[06/02/2020]

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- Board & Commission Appointments** *(IF ANY)* [Seats listed are all co-terminus seats]
- ***Building Codes Appeal Board**.....1 At Large Seat
 - ***Board of Zoning Appeals**.....District 5
 - ***Conservation Bank Board**.....District 5
 - ***Agriculture Advisory Board**.....District 5

***No questionnaires on file for the seats listed above**

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] General economic development discussion and activity update regarding multiple projects, as well as a product study.

[2] Discussion regarding an Economic Development matter, Project Patch.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



Updated FY 2020-2021 Budget Announcement

The following is the updated dates for the FY 2020-2021 Budget.

June 11, 2020 – Special Council Meeting at 6pm

- Public Hearing for Ordinances 2020-01, 2020-02, & 2020-03
- 2nd Reading for Ordinance 2020-01

June 16, 2020 at 6pm

- Public Hearing for Ordinances 2020-01, 2020-02, & 2020-03
- 3rd & Final Reading for Ordinances 2020-02 & 2020-03

June 25, 2020 – Special Council Meeting at 6pm

- 3rd & Final Reading for Ordinance 2020-01

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2020-2021 fiscal year for Oconee County (the “County”) for ordinary county purposes.¹

General Fund:		
Administrator	711,573	
Airport	1,221,707	
Assessor	1,040,306	
Board of Assessment Appeals	12,001	
Building Codes	664,419	
Chau Ram Park	360,875	
County Attorney	369,283	
County Council	308,055	
Debt Service Lease Payments	1,414,143	
Delinquent Tax Collector	445,660	
Department of Social Services	21,200	
Economic Development	729,741	
Emergency Services	4,441,956	
Facilities Maintenance	1,390,576	
Finance Office	670,929	
Health and Human Services Direct Aid	762,900	
Health Department	41,634	
High Falls Park	441,620	

¹ See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Human Resources	326,404	
Information Technology	895,927	
Legislative Delegation	93,885	
Library	1,426,820	
Magistrate	849,591	
Non-Departmental	1,979,500	
Other Financing Uses	140,000	
Parks, Recreation and Tourism	756,728	
Planning	275,472	
Procurement	153,472	
Register of Deeds	317,069	
Roads and Bridges	2,836,830	
Soil and Water Conservation District	80,171	
Solid Waste	4,177,264	
South Cove Park	469,475	
Vehicle Maintenance	924,797	
Veterans' Affairs	197,448	
Voter Registration and Elections	249,682	
Total General:		31,199,113
Elected/Appointed Officials		
Auditor	554,485	
Clerk of Court	706,363	
Coroner	258,302	
Probate Court	357,171	
Public Defender	240,000	
Sheriff	8,908,806	
Animal Control	640,407	
Communications	1,581,694	
Detention Center	4,025,939	
Solicitor	943,375	
Treasurer	573,822	
Total Elected Officials:		18,790,364
Special Revenue Funds:²		
Emergency Services Protection	1,447,000	
Victim Services - Sheriff's Office	123,336	
Victim Services - Solicitor's Office	74,319	
911 Fund	984,000	
Tri-County Technical College	1,604,000	

² See sections 3 – 11 below.

Road Maintenance Fund	2,520,000	
Total Special Revenue Funds:		6,752,655
Capital Project Funds:³		
Economic Development	1,827,873	
Bridge & Culvert Fund	1,150,000	
Capital Equipment / Vehicle Fund	1,196,728	
Total Capital Project Funds:		4,174,601
Enterprise Fund:		5,047,248
Debt Service Fund:		1,243,688
Grand Total of all Funds FY 2020-2021		67,207,669

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 10 below) for the Oconee County Budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,604,000, for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

³ See sections 3 – 11 below.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,447,000, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,520,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$1,150,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 2.4 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion

of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,827,873 for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

A tax of 3.0 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,243,688, for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 9

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 911 Fund, special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 10

A tax of 2.0 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,196,728, for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 11

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2020, as a part of the budget authorized by this Ordinance.

SECTION 12

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

SECTION 13

All unexpended appropriations as of June 30, 2020, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

SECTION 14

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 15

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees attached hereto as **ATTACHMENT B**, is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate county departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established on **ATTACHMENT B**.

SECTION 16

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and county retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2020 and ending June 30, 2021. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS**

OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS "AT WILL" AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

SECTION 17

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 18

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 19

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2020.

SECTION 20

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ____ day of June, 2020.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis III
Chairman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading: May 19, 2020
Public Hearing: June 11, 2020
Second Reading: June 11, 2020
Public Hearing: June 16, 2020
Third Reading: June 25, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2020-2021
ORDINANCE 2020-01**

Section 1

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.
- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

Section 7

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

For all economic development projects in a joint county industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2020, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;^[1] (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint county industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2020 and ending June 30, 2021.

Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2019) was \$6,412,141. Oconee County’s assigned fund balance as of the last audited fiscal year (2019) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715
Assigned funds for Old Courthouse Fund Balance:	\$ 500,000
Assigned funds for Transportation Fund Balance:	\$ 300,000

Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 15

^[1] If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT D**.

Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

*WITH PROPOSED AMENDMENTS, CONSISTENT WITH
COUNCIL'S MOTION TO POSTPONE OF JUNE 11, 2020*



**Oconee County
2nd Reading
June 11, 2020
Fiscal Year
2020-2021**

415 South Pine Street, Walhalla, South Carolina 29691

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**Oconee County, South Carolina
General Fund Summary
2020-2021 Budget**

Revenues and Other Financing Sources					
Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Property Taxes	34,418,463	36,208,256	37,609,297	37,609,297	-
Intergovernmental	3,558,346	4,234,575	3,936,332	3,936,332	-
Licenses, Permits and Fees	4,686,238	4,525,197	4,121,400	4,121,400	-
Fines and Forfeitures	233,507	228,269	201,600	201,600	-
Charges for Services	2,051,204	2,193,335	2,058,616	2,058,616	-
Interest and Investment Income	358,591	982,420	475,000	475,000	-
Miscellaneous and Other	179,418	174,758	184,189	184,189	-
Other Financing Sources	686,159	1,271,136	1,128,043	1,128,043	-
Use of Fund Balance	-	-	275,000	275,000	-
	46,171,926	49,817,946	49,989,477	49,989,477	-

Expenditures and Other Financing Uses					
Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
General Government	8,190,787	8,163,776	9,497,940	9,393,569	(104,371)
Public Safety	18,652,461	21,478,762	20,521,523	20,521,523	-
Transportation	3,626,822	4,270,933	4,100,041	4,058,537	(41,504)
Public Works	4,281,306	4,197,052	4,177,264	4,177,264	-
Culture and Recreation	2,852,359	3,015,616	3,501,256	3,455,518	(45,738)
Judicial Services	2,663,616	2,719,371	3,096,500	3,096,500	-
Health and Welfare	892,464	864,346	1,023,182	1,023,182	-
Economic Development	1,108,986	620,571	729,741	729,741	-
Non-Departmental	3,420,893	1,506,617	1,979,500	1,979,500	-
Debt Service (Lease Payments)	899,966	947,494	947,530	1,414,143	466,613
Other Financing Uses	3,133,078	199,216	415,000	140,000	(275,000)
	49,722,739	47,983,754	49,989,477	49,989,477	-
Net Change in Fund Balance	(3,550,812)	1,834,192	(0)	(0)	-
Program Revenues	6,732,973	6,877,404	6,177,518	6,177,518	-
Tax Revenue	34,418,463	36,208,256	37,609,297	37,609,297	-
Misc Other Revenue	5,020,491	6,732,286	6,202,662	6,202,662	-
Actual Value of a Mill	523,596	537,612	537,612	548,364	545,613

Revenues and Other Financing Sources					
	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Property Tax	34,418,463	36,208,256	37,609,297	37,609,297	-
Intergovernmental	3,558,346	4,234,575	3,936,332	3,936,332	-
Licenses, Permits and Fees	4,686,238	4,525,197	4,121,400	4,121,400	-
Fines and Forfeitures	233,507	228,269	201,600	201,600	-
Charges for Services	2,051,204	2,193,335	2,058,616	2,058,616	-
Interest and Investment Income	358,591	982,420	475,000	475,000	-
Miscellaneous and Other	179,418	174,758	184,189	184,189	-
Other Financing Sources	686,159	1,271,136	1,128,043	1,128,043	-
Use of Fund Balance	-	-	275,000	275,000	-
Total Revenues & Other Fin. Sources	46,171,926	49,817,946	49,989,477	49,989,477	-
Expenditures and Other Financing Uses					
Department by Function	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
General Government					
Administrator (717)	715,280	345,445	705,051	711,573	6,522
Assessor (301)	920,646	954,778	1,040,306	1,040,306	-
Auditor (302)	403,495	454,221	554,485	554,485	-
Board of Assessment Appeals (303)	4,768	2,214	12,001	12,001	-
County Attorney (741)	396,406	330,867	369,283	369,283	-
County Council (704)	255,695	302,343	308,055	308,055	-
Delinquent Tax Collector (305)	411,447	373,471	445,660	445,660	-
Facilities Maintenance (714)	1,242,085	1,224,612	1,460,576	1,390,576	(70,000)
Finance Office (708)	554,566	652,751	670,929	670,929	-
Human Resources (710)	287,484	304,392	326,404	326,404	-
Information Technology (711)	767,811	884,292	895,927	895,927	-
Legislative Delegation (706)	86,695	89,148	93,885	93,885	-
Planning Commission (712)	-	101,158	275,472	275,472	-
Procurement (713)	158,463	151,349	153,472	153,472	-
Register of Deeds (735)	302,680	298,634	317,069	317,069	-
Soil and Water Conservation District (716)	71,887	73,031	80,171	80,171	-
Treasurer (306)	518,864	484,228	614,715	573,822	(40,893)
Vehicle Maintenance (721)	849,422	870,837	924,797	924,797	-
Voter Registration and Elections (715)	243,092	266,004	249,682	249,682	-
Total General Government	8,190,787	8,163,776	9,497,940	9,393,569	(104,371)
Public Safety					
Animal Control (110)	545,704	616,322	640,407	640,407	-
Building Codes (702)	695,138	810,206	664,419	664,419	-
Communications (104)	1,548,970	1,610,388	1,581,694	1,581,694	-
Coroner (103)	188,221	224,111	258,302	258,302	-
Detention Center (106)	3,803,603	4,073,558	4,025,939	4,025,939	-
Fire/Emergency Services (107)	3,806,884	4,799,385	4,441,956	4,441,956	-
Sheriff (101)	8,063,941	9,344,792	8,908,806	8,908,806	-
Total Public Safety	18,652,461	21,478,762	20,521,523	20,521,523	-
Transportation					
Airport (720)	968,098	1,280,572	1,263,211	1,221,707	(41,504)

Expenditures and Other Financing Uses					
Department by Function	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Roads and Bridges (601)	2,658,724	2,990,361	2,836,830	2,836,830	-
Total Transportation	3,626,822	4,270,933	4,100,041	4,058,537	(41,504)
Public Works					
Solid Waste (718)	4,281,306	4,197,052	4,177,264	4,177,264	-
Total Public Works	4,281,306	4,197,052	4,177,264	4,177,264	-
Culture and Recreation					
Chau Ram Park (205)	239,196	283,189	360,875	360,875	-
High Falls Park (203)	356,140	370,784	441,620	441,620	-
Library (206)	1,287,870	1,371,889	1,426,820	1,426,820	-
Parks, Recreation and Tourism (202)	490,168	482,349	756,728	756,728	-
South Cove Park (204)	478,985	507,405	515,213	469,475	(45,738)
Total Culture and Recreation	2,852,359	3,015,616	3,501,256	3,455,518	(45,738)
Judicial Services					
Clerk of Court (501)	641,788	643,694	706,363	706,363	-
Magistrate (509)	774,108	802,731	849,591	849,591	-
Probate Court (502)	341,998	362,847	357,171	357,171	-
Public Defender (510)	200,000	200,000	240,000	240,000	-
Solicitor (504)	705,722	710,099	943,375	943,375	-
Total Judicial Services	2,663,616	2,719,371	3,096,500	3,096,500	-
Health and Welfare					
Health and Human Services Direct Aid (705)	628,645	630,041	762,900	762,900	-
Department of Social Services (402)	22,108	19,867	21,200	21,200	-
Health Department (403)	35,581	28,815	41,634	41,634	-
Veterans' Affairs (404)	206,130	185,623	197,448	197,448	-
Total Health and Welfare	892,464	864,346	1,023,182	1,023,182	-
Economic Development (707)	1,108,986	620,571	729,741	729,741	-
Non-Departmental (709)	3,420,893	1,506,617	1,979,500	1,979,500	-
Debt Service Lease Payments	899,966	947,494	947,530	1,414,143	466,613
Other Financing Uses	3,133,078	199,216	415,000	140,000	(275,000)
Reduction in Staff	-	-	-	-	-
Total Expenditures and Other Financing Uses	49,722,739	47,983,754	49,989,477	49,989,477	-
Net Change in Fund Balance Increase (Decrease)	(3,550,812)	1,834,192	(0)	(0)	-

**Oconee County, South Carolina
Property Taxes
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019- 2020 and FY 2020- 2021
Real Estate	27,803,520	29,147,069	31,271,227	31,271,227	-
BMW	8,423	7,992	3,316	3,316	-
Vehicle	2,215,954	2,259,762	2,250,000	2,250,000	-
Homestead Exemption	1,069,902	1,117,283	1,000,000	1,000,000	-
Fee-In-Lieu	1,877,527	1,836,115	1,750,000	1,750,000	-
Merchants Inventory	75,043	75,043	64,001	64,001	-
Motor Carrier	175,674	343,467	170,753	170,753	-
Manufacturer's Exemption	321,330	331,320	300,000	300,000	-
Manufacturer PVE	-	16,942	-	-	-
County Penalty	151,588	153,453	150,000	150,000	-
Delinquent	719,502	919,810	650,000	650,000	-
Total Property Taxes	34,418,463	36,208,256	37,609,297	37,609,297	-

**Oconee County, South Carolina
Intergovernmental
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Appalachian Council of Governments (ACOG) Annual Reimbursement	1,927	-	2,924	2,924	-
Impact Fee For Tires	35,624	48,033	31,000	31,000	-
1/2 Pollution Control Fine	800	-	500	500	-
State Aid to Subdivisions	2,831,768	2,859,287	3,013,261	3,013,261	-
Flood Control	79,166	55,506	31,000	31,000	-
TNC Act Local Assessment Fees	3,966	1,960	-	-	-
Sheriff Supplement	1,575	1,575	1,576	1,576	-
Coroner Supplement	1,575	1,575	1,576	1,576	-
Registration Board	7,223	6,542	6,944	6,944	-
Register of Deeds Supplement	1,575	1,575	1,576	1,576	-
Clerk of Court Supplement	1,575	1,575	1,576	1,576	-
Probate Judge Supplement	1,575	1,575	1,576	1,576	-
SCABL On Premise License	-	23,950	7,500	7,500	-
Veterans' Affairs State Aid	5,371	5,371	5,300	5,300	-
Resource Officer Reimbursement	403,928	541,374	562,000	562,000	-
Circuit Solicitors Extra State Funding	-	-	183,523	183,523	-
SC Disaster Reimb - Hurricane	-	81,961			-
SCDOC C-14-2286 US Engine Grant	-	60,000			-
SC State Election Reimb Revenue	51,042	32,512	15,000	15,000	-
Fema Disaster Hurricane	-	267,905			-
Department of Social Services	21,382	56,458	-	-	-
Sheriff Title IVD Service of Process	13,695	7,854	9,500	9,500	-
Federal Owned Land PILT	94,580	114,835	60,000	60,000	-
SDOC Reimb Fire Instructor	-	63,152	-	-	-
Total Intergovernmental	3,558,346	4,234,575	3,936,332	3,936,332	-

**Oconee County, South Carolina
License, Permits, & Fees
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Tax Sale Fees	245,998	236,564	235,000	235,000	-
Temporary Tag Collection	4,820	2,280	-	-	-
Vehicle Decal Fees	66,533	66,846	65,000	65,000	-
Noise Ord Permit Fee	200	150	-	-	-
Franchise Fee Cable TV	283,479	222,052	250,000	250,000	-
Communication Tower Fees	32,000	15,000	30,000	30,000	-
Sheriff Civil Fees	6,140	5,560	5,000	5,000	-
Worthless Checks	5,371	2,385	6,000	6,000	-
Encroachment Fees - Roads and Bridges	16,549	12,896	15,000	15,000	-
Airport Special Events	8,520	2,825	11,000	11,000	-
Airport Shuttle - SR Solutions	6,159	3,490	3,500	3,500	-
Library Fines and Fees	32,629	29,214	35,000	35,000	-
Dog Adoption Fees	33,210	45,582	35,000	35,000	-
Cat Adoption Fees	26,745	21,050	26,000	26,000	-
Animal Boarding Fees	1,073	875	1,500	1,500	-
Map Copies Assessor	3,001	2,228	2,000	2,000	-
GIS Map Copies	-	-	-	-	-
Clerk of Court	266,372	219,833	250,000	250,000	-
3% State Document Fee	41,865	44,078	42,000	42,000	-
Vehicle Maintenance Labor Reimbursement	1,127	933	1,650	1,650	-
Probate Judge Estates	175,838	141,643	135,000	135,000	-
Probate Judge Advertising	6,995	19,630	6,500	6,500	-
Probate Judge Marriage Licenses	8,829	7,652	8,500	8,500	-
Probate Judge Returns	340	300	100	100	-
Probate Judge Marriage Certificates	5,459	5,385	5,500	5,500	-
Probate Judge Marriage Ceremony	4,445	5,717	4,000	4,000	-
Tax Collector Fees	48,604	50,200	30,000	30,000	-
Building Codes	984,976	862,741	850,000	850,000	-
Building Codes Mobile Home Fees	17,790	20,000	17,000	17,000	-
Building Codes Plan Review Fees	181,307	130,286	150,000	150,000	-
Subdivision Plan Review Fees	2,250	2,300	1,750	1,750	-
Land Use Appeals - Planning	900	900	400	400	-
Zoning Permit Fees	21,650	21,069	20,000	20,000	-
Register of Deeds	785,056	820,785	785,000	785,000	-
Solid Waste Impact Fee for Tires	3,949	5,932	4,000	4,000	-
Credit Application Fees	-	2,207	-	-	-
Road Inspection Fee	-	648	-	-	-
Magistrate Court Fees	827	1,019	500	500	-
Magistrate Civil Paper Fees	91,573	100,585	76,000	76,000	-
Magistrate Collection Cost	2,411	2,439	2,500	2,500	-
Sign Fees - Roads and Bridges	9,841	4,083	8,500	8,500	-
One Stop Recording Fees	3,080	2,930	2,500	2,500	-
Solid Waste Tipping Fees	1,248,327	1,382,905	1,000,000	1,000,000	-
Total License, Permits, and Fees	4,686,238	4,525,197	4,121,400	4,121,400	-

**Oconee County, South Carolina
Fines & Forfeitures
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Magistrate Fines	231,978	226,586	200,000	200,000	-
25% Boating Fines Retained	960	647	1,100	1,100	-
Litter Fines (10% OCSD)	6	-	-	-	-
Solicitor's Traffic Education	-	140	-	-	-
Litter Fines (90% GF)	563	896	500	500	-
Total Fines and Forfeitures	233,507	228,269	201,600	201,600	-

**Oconee County, South Carolina
Charges for Services
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
High Falls Park	161,961	159,938	150,000	150,000	-
South Cove Park	316,149	344,267	300,000	300,000	-
Chau Ram Park	44,851	39,230	45,000	45,000	-
PRT Season Pass/Treasurer	1,470	1,055	1,200	1,200	-
Sheriff-Voluntary Extra Duty Pay	112,011	125,106	100,000	100,000	-
Airport - Hangar Rent	128,493	130,259	130,620	130,620	-
Airport Comm./Mechanic	6,300	6,300	6,300	6,300	-
Tie Down	4,430	3,605	4,920	4,920	-
Airport Miscellaneous	769	3,728	750	750	-
Bare Land Lease	2,627	2,626	2,626	2,626	-
Airport - Call Out Fees	5,040	8,980	7,000	7,000	-
Airport - Long-Term Parking Fees	1,120	970	1,000	1,000	-
Airport - Ramp Fee	17,280	19,673	17,000	17,000	-
Airport - Aviation Fuel	209,948	230,739	220,000	220,000	-
Airport - Jet Fuel	668,372	901,049	725,000	725,000	-
Fairplay Recreation Area Revenue	4,213	5,138	3,600	3,600	-
Lawrence Bridge Rec Area Revenue	3,864	5,018	3,500	3,500	-
Mullins Ford Rec Area Revenue	411	603	500	500	-
Choestoea Landing Revenue	2,200	1,569	1,600	1,600	-
Port Bass Landing Revenue	87	39	-	-	-
Seneca Creek Landing Revenue	2,471	2,826	2,000	2,000	-
South Union Landing Revenue	893	859	1,000	1,000	-
Solid Waste - Recyclables	311,523	171,667	300,000	300,000	-
Solid Waste - Mulch Sales	44,723	28,091	35,000	35,000	-
Total Charges for Services	2,051,204	2,193,335	2,058,616	2,058,616	-

**Oconee County, South Carolina
Interest and Investment Income
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Interest - Administrative Investment Accounts	358,591	982,420	475,000	475,000	-
Total Interest and Investment Income	358,591	982,420	475,000	475,000	-

**Oconee County, South Carolina
Miscellaneous and Other
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Rent - USDA Building	7,150	7,800	7,800	7,800	-
Rent - Bantam Chef	3,000	3,000	3,000	3,000	-
Miscellaneous Income	85,538	44,926	90,000	90,000	-
Land Sales - Forfeited Land Commission (FLC)	80,015	15,595	10,000	10,000	-
Auditor FLC Processing Fees	746	680	250	250	-
Auditor FLC Delinquent Tax Fee	6,830	8,220	3,000	3,000	-
Miscellaneous - Sheriff	4,119	40,262	30,000	30,000	-
Animal Control Miscellaneous Revenue	9,297	18,556	-	-	-
Miscellaneous - Probate Judge	16,659	20,553	17,000	17,000	-
Miscellaneous - Building Codes	100	-	-	-	-
Master in Equity	10,915	11,640	12,000	12,000	-
Soil and Water	6,139	6,139	6,139	6,139	-
Storm Water Assistance Fund	6,495	4,701	5,000	5,000	-
Gain/Loss on Sales of Forfeited Land	(57,585)	(9,411)	-	-	-
Restitution	-	2,097	-	-	-
Total Miscellaneous and Other	179,418	174,758	184,189	184,189	-

**Oconee County, South Carolina
Other Financing Sources and Use of General Fund Balance
2020-2021 Budget**

Other Financing Sources					
Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Transfer From Capital Projects (012)	-	185,681			-
Transfer From Rock Quarry	500,000	500,000	750,000	750,000	-
Transfer From State Accommodations Tax (Fund 230)	33,753	72,522	34,000	34,000	-
Transfer From Local Accommodations Tax (Mountain Lakes CVB LAT Salaries) (Fund 235)	-	213,488	174,343	174,343	-
Transfer From Local Accommodations Tax (Maint for ADA Upgrades High Falls Par, Fund 235) FY2020 Chau Ram	-	-	79,700	79,700	-
Sale of Capital Assets	-	67,030	-	-	-
Insurance Recovery & Health Plan	89,514	231,670	75,000	75,000	-
OFS Insurance Proceeds Prepaid Legal	62,892	745	15,000	15,000	-
	686,159	1,271,136	1,128,043	1,128,043	-
Use of General Fund Balance					
Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Use of Prior Years Fund Balance	-	-	275,000	275,000	-
Total Other Financing Sources	-	-	275,000	275,000	-
Total of OFS	686,159	1,271,136	1,403,043	1,403,043	-

Employee Count By Department Summary						
General Fund (010)	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Administrator (717)	3	5	3	2	3	3
Airport (720)	4	4	5	5	6	6
Animal Control (110)	6	6	6	7	7	7
Assessor (301)	17	16	16	16	16	16
Auditor (302)	7	7	6	7	7	7
Board of Assessment Appeals (303)	-	-	-	-	-	-
Building Codes (702)	11	11	10	10	7	7
Chau Ram Park (205)	3	3	3	4	4	4
Clerk of Court (501)	10	10	10	10	10	10
Communications (104)	21	21	21	21	21	21
Coroner (103)	1	1	2	2	2	2
County Attorney (741)	2	2	2	2	2	2
County Council (704)	1	1	1	1	1	1
Delinquent Tax Collector (305)	3	3	3	3	3	3
Department of Social Services (402)	-	-	-	-	-	-
Detention Center (106)	48	48	47	47	47	47
Economic Development (707)	4	4	4	5	5	5
Facilities Maintenance (714)	12	12	13	14	15	15
Finance Office (708)	7	6	6	7	6	6
Fire - Emergency Services (107)	21	26	26	35	35	35
Health and Human Services Direct Aid (705)	-	-	-	-	-	-
Health Department (403)	-	-	-	-	-	-
High Falls Park (203)	4	4	4	4	5	5
Human Resources (710)	4	3	3	3	3	3
Information Technology (711)	5	5	6	6	5	5
Legislative Delegation (706)	1	1	1	1	1	1
Library (206)	18	19	19	19	19	19
Magistrate (509)	9	9	9	9	9	9
Non-Departmental (709)	-	-	-	-	-	-
Parks, Recreation and Tourism (202)	5	5	5	5	5	5
Planning	-	-	-	3	4	4
Probate Court (502)	6	5	5	5	5	5
Procurement (713)	2	2	2	2	2	2
Public Defender (510)	-	-	-	-	-	-
Register of Deeds (735)	4	4	4	4	4	4
Roads and Bridges (601)	37	35	36	36	36	36
Sheriff (101)	92	95	96	109	112	112
Soil and Water Conservation District (716)	1	1	1	1	1	1
Solicitor (504)	12	12	12	12	12	12
Solid Waste (718)	36	36	35	35	35	35
South Cove Park (204)	5	5	5	5	5	5
Treasurer (306)	6	5	6	6	6	6
Vehicle Maintenance (721)	14	14	14	14	14	14
Veterans' Affairs (404)	3	3	3	3	3	3
Voter Registration and Elections (715)	2	2	2	2	2	2
Total General Fund Employee Count	447	451	452	482	485	485

Employee Count By Department Summary						
Other Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Sheriff - Child Elder - Grant Fund 013	1	1	1	1	0	0
Sheriff - JAG Officer - Grant Fund 013	1	1	1	1	0	0
Sheriff - Traffice Grant Fund 13	-	-	-	-	1	1
Sheriff - Victims Services Fund 210	2	2	2	2	2	2
Solicitor - Victims Services Fund 215	1	1	1	1	1	1
Clerk of Court - Federal DSS Child Support Fund 265	2	2	2	2	2	2
Road Maintenance Fund	-	-	-	-	-	-
FOCUS Fund	3	2	-	-	-	-
Rock Quarry Fund 017	17	19	19	19	18	18
Total Other Funds Employee Count	27	28	26	26	24	24
Total Full Time Employees (All Funds)	474	479	478	508	509	509
Part Time Positions Through Payroll	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Sheriff (101)	4	4	9	9	9	9
Communications (104)	1	1	1	1	1	1
Fire/Emergency Services (107)	1	1	7	5	7	7
Library (206)	4	4	3	3	2	2
Auditor (302) Not Budgeted	-	-	1	1	-	-
Board of Assessment Appeals (303)	1	1	1	1	1	1
Clerk of Court (501)	1	-	-	-	1	1
Magistrate (509)	-	2	2	2	2	2
Solid Waste (718)	-	1	1	1	-	-
Airport (720)	1	1	-	-	-	-
	13	15	25	23	23	23

**Oconee County, South Carolina
Administrator (717)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	289,040	100,211	177,204	177,204	-
Pay Increase including fringe	-	-	-	-	-
Overtime	1,188	768	-	-	-
Social Security	19,365	7,253	19,370	19,370	-
Retirement	49,718	14,128	39,399	39,399	-
Workers Compensation	7,143	1,775	4,384	4,384	-
Health Insurance	23,749	16,495	18,278	18,278	-
Dental Insurance	1,515	667	1,100	1,100	-
Vision Insurance	247	109	200	200	-
Vehicle Allowance	9,023	-	-	-	-
Salary and Wage Totals	400,988	141,405	259,935	259,935	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	383	81	-	-	-
Professional	101,901	43,669	106,500	106,500	-
Copier Click Charges	2,599	1,696	2,500	2,500	-
Advertising	179,243	128,629	-	-	-
Dues: Organizations	6,250	7,285	7,000	7,000	-
Staff Development	2,489	1,366	2,500	2,500	-
Maint Building and Grounds	1,780	-	-	-	-
Small Equipment	1,290	2,109	1,000	1,000	-
Operational	14,242	1,719	10,000	10,000	-
Food	3,577	8,121	5,000	5,000	-
IT Replacement Eq/Software	-	-	-	-	-
Periodicals	-	-	110	110	-
Vehicle, Capital Expend	-	6,000	-	-	-
Gravel Usage	-	2,108	-	-	-
Contingency	-	-	308,006	308,006	-
Contingency - COVID-19/Disaster	-	-	-	6,522	6,522
Vehicle Maintenance - Administrator	216	752	1,000	1,000	-
Gasoline - Administrator	322	505	1,500	1,500	-
Expenditure Total	314,292	204,040	445,116	451,638	6,522
Department Total	715,280	345,445	705,051	711,573	6,522
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.44%	0.72%	1.41%	1.42%	
Departmental Total Cost	715,280	343,337	397,045	403,567	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	72,222	48,467	87,482	88,292	
Cost in Tax Dollars	643,058	294,870	309,563	315,275	
Estimated Millage	1.23	0.55	0.58	0.57	
Total Full Time Employees	3	2	2	2	
Cost Per Employee	133,663	70,702	129,968	129,968	

Oconee County, South Carolina
Airport (720)
2020-2021 Budget

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	212,638	228,487	217,635	217,635	-
Pay Increase including fringe	-	-	-	-	-
Overtime	6,546	9,929	5,500	5,500	-
Social Security	15,992	17,494	17,070	17,070	-
Retirement	28,549	34,065	34,720	34,720	-
Workers Compensation	7,091	6,857	4,537	4,537	-
Health Insurance	30,813	43,244	45,695	45,695	-
Dental Insurance	2,485	2,222	2,750	2,750	-
Vision Insurance	405	362	500	500	-
Salary and Wage Totals	304,518	342,660	328,407	328,407	-
New Positions					
Grounds Keeper P/T to F/T		-	41,504	-	(41,504)
New Position Total	-	-	41,504	-	(41,504)
Equipment Maintenance	3,308	2,578	6,000	6,000	-
Professional	53,260	102,762	80,000	80,000	-
Equipment Rental	2,569	4,666	24,000	24,000	-
Telecommunications		480			-
Airport Shuttle Service - Sr. Solut	420	760	-	-	-
Copier Click Charges	368	437	600	600	-
Dues: Organizations	250	250	450	450	-
School/Seminar/Training/MTG	672	969	2,200	2,200	-
Commission Honoraria	700	700	700	700	-
Building/Grounds Maintenance	36,563	47,413	25,000	25,000	-
Electricity	20,230	19,377	23,000	23,000	-
Water/Sewer/Garbage	923	1,006	1,000	1,000	-
Safety Equipment	463	538	2,000	2,000	-
Small Equipment	3,814	4,892	3,500	3,500	-
Operational	4,849	5,107	6,800	6,800	-
Postage	38	148	250	250	-
Food	608	862	1,200	1,200	-
IT Replacement Eq/Software	-	730	-	-	-
Uniforms/Clothing	1,016	1,122	2,000	2,000	-
Airport Resale Items	426	1,370	1,500	1,500	-
Aviation Gas	166,178	178,813	200,000	200,000	-
Jet Fuel	337,020	484,244	475,000	475,000	-
Equipment, Capital Expenditures	-	36,783	-	-	-
Credit Cards Processing Fees	22,066	26,655	24,000	24,000	-
Vehicle Maintenance	5,426	11,331	9,000	9,000	-
Gasoline	1,452	2,720	3,500	3,500	-
Diesel	961	1,199	1,600	1,600	-
Expenditure Total	663,581	937,912	893,300	893,300	-
Department Total	968,098	1,280,572	1,263,211	1,221,707	(41,504)
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	2.10%	2.57%	2.53%	2.44%	
Departmental Total Cost	968,098	1,280,572	1,263,211	1,221,707	
Departmental Direct Revenue	1,050,538	1,311,419	1,118,716	1,118,716	
Other Revenue	105,266	173,054	156,738	151,589	
Cost in Tax Dollars	(187,705)	(203,900)	(12,243)	(48,598)	
Estimated Millage	-0.38	-0.41	-0.02	-0.10	
Total Full Time Employees	5	5	6	6	
Cost Per Employee	60,904	68,532	54,735	54,735	
Difference in Direct Revenue and Department Cost	82,439	30,847	(144,495)	(102,991)	

**Oconee County, South Carolina
Animal Control (110)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	189,982	226,743	236,296	236,296	-
Pay Increase including fringe	-	-	-	-	-
Overtime	22,307	22,047	17,500	17,500	-
Social Security	15,704	18,395	19,415	19,415	-
Retirement	31,949	39,426	42,373	42,373	-
Workers Compensation	7,290	7,698	5,600	5,600	-
Health Insurance	50,584	62,799	63,973	63,973	-
Dental	-	2,101	3,850	3,850	-
Vision	-	342	700	700	-
Salary and Wage Totals	317,816	379,551	389,707	389,707	-
New Positions Includes Salary and Fringe	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional - Spay/Neuter Program	79,876	87,337	80,000	80,000	-
Copier Click Charges	1,543	1,986	1,500	1,500	-
Medical	68,506	76,668	72,000	72,000	-
Staff Development	1,190	1,001	3,500	3,500	-
Building/Grounds					
Maintenance	3,146	4,191	9,000	9,000	-
Gas and Fuel Oil	11,283	10,816	13,500	13,500	-
Electricity	10,628	10,146	13,000	13,000	-
Water/Sewer/Garbage	6,916	4,831	6,750	6,750	-
Small Equipment	1,089	191	2,500	2,500	-
Operational	21,781	15,425	19,000	19,000	-
Uniforms/Clothing	5,929	3,923	6,700	6,700	-
General Gravel Use	431	927	3,000	3,000	-
Vehicle Maintenance	2,582	6,219	5,250	5,250	-
Gasoline	12,988	13,110	15,000	15,000	-
Expenditure Total	227,888	236,771	250,700	250,700	-
Department Total	545,704	616,322	640,407	640,407	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	1.10%	1.28%	1.28%	1.28%
Departmental Total Cost	545,704	616,322	640,407	640,407
Departmental Direct Revenue	61,128	67,507	62,500	-
Other Revenue	55,100	86,472	79,461	79,461
Cost in Tax Dollars	429,477	462,343	498,446	560,946
Estimated Millage	0.86	0.93	1.00	1.13
Total Full Time Employees	6	6	7	7
Cost Per Employee	52,969	63,259	55,672	55,672

**Oconee County, South Carolina
Assessor (301)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	533,317	572,780	610,427	610,427	-
Pay Increase including fringe	-	-	-	-	-
Overtime	77	26	1,500	1,500	-
Social Security	38,515	40,681	46,812	46,812	-
Retirement	72,684	83,272	95,216	95,216	-
Workers Compensation	12,646	10,860	9,017	9,017	-
Health Insurance	134,816	143,627	146,224	146,224	-
Dental	-	7,352	8,800	8,800	-
Vision	-	1,197	1,600	1,600	-
Salary and Wage Totals	792,055	859,795	919,596	919,596	-
New Position	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	-	-	1,000	1,000	-
Professional	8,000	-	-	-	-
Professional Services- Reassessment Temp Clerk	6,974	-	-	-	-
Telecommunications	50	-	-	-	-
Data Processing	65,330	71,103	85,000	85,000	-
Copies	2,837	4,450	4,500	4,500	-
Dues: Organizations	50	240	475	475	-
Staff Development	7,084	4,282	9,310	9,310	-
Small Equipment	986	2,883	1,000	1,000	-
Operational	5,275	3,159	7,500	7,500	-
Postage	-	500	1,725	1,725	-
Postage Reassessment	26,988	-	-	-	-
Uniforms/Clothing	1,186	656	1,200	1,200	-
Vehicle Maintenance	348	3,670	3,000	3,000	-
Gasoline	3,483	4,040	6,000	6,000	-
Expenditure Total	128,591	94,983	120,710	120,710	-
Department Total	920,646	954,778	1,040,306	1,040,306	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.85%	1.99%	2.08%	2.08%	
Departmental Total Cost	920,646	954,778	1,040,306	1,040,306	
Departmental Direct Revenue	3,001	2,228	2,000	-	
Other Revenue	92,957	133,959	129,080	129,080	
Cost in Tax Dollars	824,688	818,591	909,226	911,226	
Estimated Millage	1.58	1.52	1.69	1.66	
Total Full Time Employees	16	16	16	16	
Cost Per Employee	49,503	53,737	57,475	57,475	

**Oconee County, South Carolina
Auditor (302)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	235,949	257,042	276,249	276,249	-
Pay Increase including fringe	-	-	-	-	-
Social Security	16,836	18,279	20,661	20,661	-
Retirement	31,997	37,197	42,024	42,024	-
Workers Compensation	1,503	824	1,732	1,732	-
Health Insurance	42,129	60,889	63,973	63,973	-
Dental	-	1,455	3,850	3,850	-
Vision	-	237	700	700	-
Salary and Wage Totals	328,414	375,923	409,189	409,189	-
New Positions-	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	-	352	500	500	-
Equipment Maintenance	-	-	200	200	-
Telecommunications	-	-	1,440	1,440	-
Data Processing	46,096	51,863	102,556	102,556	-
Copier Click Charges	1,512	961	1,750	1,750	-
Dues: Organizations	100	100	150	150	-
Staff Development	1,665	2,666	5,000	5,000	-
Operational	21,391	20,662	30,000	30,000	-
IT Replacement Equipment/Software	3,337	-	2,500	2,500	-
Food	-	500	-	-	-
Uniforms/Clothing	547	582	700	700	-
Forfeited Land Commission (FLC) Expenditures	433	297	500	500	-
Temporary Tags	-	315	-	-	-
Expenditure Total	75,081	78,298	145,296	145,296	-
Department Total	403,495	454,221	554,485	554,485	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.81%	0.95%	1.11%	1.11%
Departmental Total Cost	403,495	454,221	554,485	554,485
Departmental Direct Revenue	4,820	2,280	-	-
Other Revenue	40,741	63,729	68,800	68,800
Cost in Tax Dollars	357,934	388,212	485,685	485,685
Estimated Millage	0.72	0.78	0.98	0.98
Total Full Time Employees	6	6	7	7
Cost Per Employee	54,736	62,654	58,456	58,456

**Oconee County, South Carolina
Board of Assessment Appeals (303)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	4,228	2,039	10,477	10,477	-
Board Members	-	-	-	-	-
Social Security	174	83	266	266	-
Workers Compensation	9	3	8	8	-
Salary and Wage Totals	4,411	2,125	10,751	10,751	-
New Position	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	331	89	950	950	-
Advertising	26	-	200	200	-
Operational	-	-	100	100	-
Expenditure Total	357	89	1,250	1,250	-
Department Total	4,768	2,214	12,001	12,001	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	0.01%	0.00%	0.02%	0.02%	
Departmental Total Cost	4,768	2,214	12,001	12,001	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	481	275	2,138	1,489	
Cost in Tax Dollars	4,287	1,940	9,863	10,512	
Estimated Millage	0.01	0.00	0.02	0.02	
Total Full Time Employees	-	-	-	-	
Cost Per Employee	-	-	-	-	

**Oconee County, South Carolina
Building Codes Department (702)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	356,620	393,668	360,702	360,702	-
Pay Increase including fringe	-	-	-	-	-
Overtime	10,579	7,958	15,000	15,000	-
Social Security	27,281	29,009	28,741	28,741	-
Retirement	49,259	56,953	58,459	58,459	-
Workers Compensation	9,656	8,824	6,630	6,630	-
Health Insurance	84,273	86,103	73,112	73,112	-
Dental	-	3,396	4,400	4,400	-
Vision	-	638	800	800	-
Salary and Wage Totals	537,668	586,549	547,844	547,844	-
New Positions includes salary and fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional	87,001	120,952	40,000	40,000	-
Data Processing	30,896	33,200	35,500	35,500	-
Copies	3,044	2,881	3,700	3,700	-
Advertising	675	979	-	-	-
Dues: Organizations	895	1,347	2,750	2,750	-
Staff Development	10,402	6,070	12,000	12,000	-
Commission Honoraria	4,000	4,375	-	-	-
Safety Equipment	476	354	625	625	-
Small Equipment	1,987	1,266	2,500	2,500	-
Operational	4,917	7,691	5,000	5,000	-
Food	48	42	-	-	-
IT Replacement Equipment/Software	2,554	-	-	-	-
Uniforms/Clothing	1,876	718	2,500	2,500	-
Vehicle Capital Expenditure	-	29,889	-	-	-
Vehicle Maintenance	1,303	3,241	3,500	3,500	-
Gasoline	7,396	10,652	8,500	8,500	-
Expenditure Total	157,470	223,657	116,575	116,575	-
Department Total	695,138	810,206	664,419	664,419	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.40%	1.62%	1.33%	1.33%	
Departmental Total Cost	695,138	810,206	664,419	664,419	
Departmental Direct Revenue	1,215,368	1,041,997	1,044,150	1,044,150	
Other Revenue	70,188	109,114	82,441	82,441	
Cost in Tax Dollars	(590,418)	(340,905)	(462,172)	(462,172)	
Estimated Millage	-1.19	-0.68	-0.93	-0.93	
Total Full Time Employees	10	10	7	7	
Cost Per Employee	53,767	58,655	78,263	78,263	

**Oconee County, South Carolina
Chau Ram Park (205)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	108,311	130,832	145,952	145,952	-
Pay Increase including fringe	-	-	-	-	-
Overtime	6,607	5,790	5,500	5,500	-
Social Security	8,638	10,208	11,510	11,510	-
Retirement	15,543	19,840	23,410	23,410	-
Workers Compensation	5,531	5,747	4,762	4,762	-
Health Insurance	25,277	38,986	36,556	36,556	-
Dental	-	1,552	2,200	2,200	-
Vision	-	253	400	400	-
Salary and Wage Totals	169,907	213,208	230,290	230,290	-
New Positions					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	1,105	614	1,200	1,200	-
Equipment (Leased or Rented)	962	86	9,700	9,700	-
Professional	33,046	34,665	45,585	45,585	-
Building/Grounds Maintenance	8,814	11,165	31,000	31,000	-
Gas and Fuel Oil	2,443	3,442	2,400	2,400	-
Electricity	12,573	10,592	12,000	12,000	-
Water/Sewer/Garbage	1,346	1,228	1,800	1,800	-
Small Equipment	1,868	2,612	9,500	9,500	-
Operational	4,856	3,751	4,500	4,500	-
Food	225	177	300	300	-
Uniforms/Clothing	1,775	1,426	1,600	1,600	-
Concessions	276	223	11,000	11,000	-
Expenditure Total	69,289	69,981	130,585	130,585	-
Department Total	239,196	283,189	360,875	360,875	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.48%	0.57%	0.72%	0.72%
Departmental Total Cost	239,196	283,189	360,875	360,875
Departmental Direct Revenue	44,851	39,230	45,000	45,000
Other Revenue	24,152	38,138	44,777	44,777
Cost in Tax Dollars	170,194	205,821	271,098	271,098
Estimated Millage	0.34	0.41	0.54	0.54
Total Full Time Employees	3	4	4	4
Cost Per Employee	56,636	53,302	57,573	57,573

**Oconee County, South Carolina
Clerk of Court (501)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	329,793	334,721	353,816	353,816	-
Pay Increase including fringe	-	-	-	-	-
Overtime	84	389	500	500	-
Social Security	23,132	23,683	27,105	27,105	-
Retirement	44,692	48,869	55,132	55,132	-
Workers Compensation	1,157	1,081	850	850	-
Health Insurance	75,831	79,160	91,390	91,390	-
Dental	-	4,317	5,500	5,500	-
Vision	-	703	1,000	1,000	-
Salary and Wage Totals	474,689	492,923	535,293	535,293	-
New Positions					
Reclassification - Part-time Clerk I to Full-time	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	326	216	250	250	-
Equipment Maintenance	-	-	-	-	-
Professional	8,349	7,032	-	-	-
Court Expenditures	58,634	48,002	60,000	60,000	-
Equipment Rental	-	-	-	-	-
Data Processing	33,689	33,950	35,250	35,250	-
Copier Click Charges	4,768	5,104	5,500	5,500	-
Staff Development	1,147	1,515	1,600	1,600	-
Small Equipment	2,934	2,938	10,500	10,500	-
Operational	6,977	5,205	7,500	7,500	-
IT Replacement Equipment/Software	-	-	-	-	-
DSS Child Support Title IV-D	14,219	10,753	14,414	14,414	-
Master in Equity	36,056	36,056	36,056	36,056	-
Expenditure Total	167,099	150,771	171,070	171,070	-
Department Total	641,788	643,694	706,363	706,363	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	1.29%	1.34%	1.41%	1.41%
Departmental Total Cost	641,788	643,694	706,363	706,363
Departmental Direct Revenue	309,813	265,486	293,576	293,576
Other Revenue	64,801	90,312	87,645	87,645
Cost in Tax Dollars	267,175	287,896	325,142	325,142
Estimated Millage	0.54	0.58	0.65	0.65
Total Full Time Employees	10	10	10	10
Cost Per Employee	35,417	35,987	38,227	38,227

Does not include Federal Paid Employees of 2.78 FTEs

Oconee County, South Carolina
 Communications (104)
 2020-2021 Budget

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	811,593	820,307	851,420	851,420	-
Pay Increase including fringe	-	-	-	-	-
Overtime	125,405	116,758	75,000	75,000	-
Social Security	68,740	68,381	70,871	70,871	-
Retirement	130,207	139,170	146,627	146,627	-
Workers Compensation	10,244	8,457	5,157	5,157	-
Health Insurance	193,597	205,956	191,919	191,919	-
Dental	-	7,859	11,550	11,550	-
Vision	-	1,280	2,100	2,100	-
Salary and Wage Totals	1,339,786	1,368,168	1,354,644	1,354,644	-
New Positions	Position added from PRISMA Also				
Dispatcher II					-
Dispatcher II	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	539	553	-	-	-
Equipment Maintenance	54,075	79,206	82,000	82,000	-
Professional	526	2,461	4,000	4,000	-
Telecommunications	89,885	89,040	92,000	92,000	-
Data Processing	14,318	27,412	17,000	17,000	-
Copier Click Charges	2,566	1,691	2,000	2,000	-
Dues: Organizations	505	510	450	450	-
Staff Development	5,345	5,849	6,000	6,000	-
Building/Grounds Maintenance (External Radio Sites)	-	168	1,700	1,700	-
Gas and Fuel Oil - Generators	1,351	640	1,400	1,400	-
Electricity - Radio Sites	7,127	6,315	6,500	6,500	-
Small Equipment	3,326	6,775	4,000	4,000	-
Operational	3,809	3,700	4,000	4,000	-
Food	954	840	1,000	1,000	-
IT Replacement EQ/Software	-	3,302	5,000	5,000	-
Equipment, Capital Expenditures	24,858	13,758	-	-	-
Expenditure Total	209,184	242,220	227,050	227,050	-
Department Total	1,548,970	1,610,388	1,581,694	1,581,694	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	3.12%	3.36%	3.16%	3.16%
Departmental Total Cost	1,548,970	1,610,388	1,581,694	1,581,694
Departmental Direct Revenue	32,000	15,000	30,000	30,000
Other Revenue	156,399	225,943	196,256	198,121
Cost in Tax Dollars	1,360,571	1,369,445	1,355,438	1,353,573
Estimated Millage	2.73	2.75	2.72	2.72
Total Full Time Employees	21	21	21	21
Cost Per Employee	63,799	65,151	64,507	64,507

**Oconee County, South Carolina
Coroner (103)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	61,379	98,531	103,826	103,826	-
Pay Increase including fringe	-	-	-	-	-
Social Security	4,423	6,956	7,943	7,943	-
Retirement	8,323	14,361	16,155	16,155	-
Workers Compensation	2,483	3,491	2,780	2,780	-
Health Insurance	8,439	15,072	18,278	18,278	-
Dental	-	525	1,100	1,100	-
Vision	-	86	200	200	-
Salary and Wage Totals	85,047	139,022	150,282	150,282	-
New Positions					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	972	1,098	750	750	-
Professional	79,105	61,445	80,000	80,000	-
Telecommunications	185	194	240	240	-
Copier Click Charges	804	798	1,000	1,000	-
Dues: Organizations	330	360	330	330	-
Staff Development	1,829	50	2,000	2,000	-
Building/Grounds Maintenance	823	2,586	1,000	1,000	-
Gas & Fuel Oil	183	200	350	350	-
Electricity	4,006	4,554	4,600	4,600	-
Water/Sewer/Garbage	1,032	1,134	1,700	1,700	-
Safety Equipment	13	258	250	250	-
Small Equipment	2,540	28	1,500	1,500	-
Operational	4,466	5,495	4,500	4,500	-
Uniforms/Clothing	535	414	550	550	-
Periodicals	220	220	250	250	-
Vehicle Maintenance	1,207	1,543	2,500	2,500	-
Gasoline	4,924	4,712	6,500	6,500	-
Expenditure Total	103,174	85,089	108,020	108,020	-
Department Total	188,221	224,111	258,302	258,302	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.38%	0.47%	0.52%	0.52%
Departmental Total Cost	188,221	224,111	258,302	258,302
Departmental Direct Revenue	1,575	1,575	1,576	1,576
Other Revenue	19,005	31,444	32,050	32,446
Cost in Tax Dollars	167,641	191,092	224,676	224,280
Estimated Millage	0.34	0.38	0.45	0.45
Total Full Time Employees	1	2	2	2
Cost Per Employee	85,047	69,511	75,141	75,141

**Oconee County, South Carolina
County Attorney (741)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	170,349	169,015	173,430	173,430	-
Pay Increase including Fringe					-
Overtime	-	31	-	-	-
Social Security	12,498	12,360	13,267	13,267	-
Retirement	23,082	24,492	26,986	26,986	-
Workers Compensation	1,150	4,046	1,467	1,467	-
Health Insurance	16,853	16,809	18,278	18,278	-
Dental	-	949	1,100	1,100	-
Vision	-	154	200	200	-
Salary and Wage Totals	223,932	227,856	234,728	234,728	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	43	53	-	-	-
Professional	161,669	90,213	110,000	110,000	-
Dues: Organizations	605	785	755	755	-
Staff Development	2,594	2,310	3,500	3,500	-
Small Equipment	853	966	1,500	1,500	-
Operational	6,661	7,250	8,000	8,000	-
IT Replacement Eq/Software	-	1,384	500	500	-
Periodicals	49	50	300	300	-
Contingency	-	-	10,000	10,000	-
Expenditure Total	172,474	103,011	134,555	134,555	-
Department Total	396,406	330,867	369,283	369,283	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.80%	0.69%	0.74%	0.74%
Departmental Total Cost	396,406	330,867	369,283	369,283
Departmental Direct Revenue	-	-	-	-
Other Revenue	40,025	46,422	45,820	45,820
Cost in Tax Dollars	356,381	284,445	323,463	323,463
Estimated Millage	0.68	0.53	0.60	0.59
Total Full Time Employees	2	2	2	2
Cost Per Employee	111,966	113,928	117,364	117,364

**Oconee County, South Carolina
County Council (704)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	75,043	76,822	82,640	82,640	-
Pay Increase including Fringe					-
Overtime	288	564	-	-	-
Social Security	4,556	4,614	6,322	6,322	-
Retirement	10,199	10,702	12,859	12,859	-
Workers Compensation	1,419	1,262	1,514	1,514	-
Health Insurance	30,448	44,776	54,834	54,834	-
Dental	2,798	2,626	3,300	3,300	-
Vision	457	427	600	600	-
Salary and Wage Totals	125,208	141,793	162,069	162,069	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	1,872	1,774	3,500	3,500	-
Professional	6,406	5,533	5,500	5,500	-
Professional - Auditing Firm	52,000	53,500	55,000	55,000	-
Xerox Copies	1,745	2,226	2,000	2,000	-
Advertising	1,929	2,526	-	-	-
Dues: Organizations	1,535	1,535	1,535	1,535	-
Staff Development	8,220	9,772	13,000	13,000	-
Small Equipment	-	2,968	-	-	-
Operational	792	434	1,750	1,750	-
Food	1,285	1,238	1,500	1,500	-
Magazines/Newspapers	152	-	153	153	-
Donated Gravel	93	20,664	-	-	-
Contingency	591	833	4,500	4,500	-
SC Association of Counties	13,554	13,554	13,555	13,555	-
Appalachian Council of Governments	35,313	38,993	38,993	38,993	-
Ten at the Top (TATT)	5,000	5,000	5,000	5,000	-
Expenditure Total	130,487	160,550	145,986	145,986	-
Department Total	255,695	302,343	308,055	308,055	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.51%	0.63%	0.62%	0.62%
Departmental Total Cost	255,695	302,343	308,055	308,055
Departmental Direct Revenue	-	-	-	-
Other Revenue	25,817	42,420	38,223	38,223
Cost in Tax Dollars	229,878	259,923	269,832	269,832
Estimated Millage	0.44	0.48	0.50	0.49
Total Full Time Employees	1	1	1	1
Cost Per Employee	57,791	74,376	94,652	94,652

**Oconee County, South Carolina
Delinquent Tax Collector (305)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	99,447	113,495	122,674	122,674	-
Pay Increase including Fringe					-
Overtime	375	229	-	-	-
Social Security	7,166	8,053	9,385	9,385	-
Retirement	13,522	16,755	19,088	19,088	-
Workers Compensation	2,463	1,528	2,611	2,611	-
Health Insurance	25,278	25,501	27,417	27,417	-
Dental	-	1,050	1,650	1,650	-
Vision	-	171	300	300	-
Salary and Wage Totals	148,251	166,782	183,125	183,125	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional-Tax Sale	178,637	132,998	175,000	175,000	-
Data Processing	6,710	6,891	7,320	7,320	-
Copier Click Charges	2,596	2,330	2,750	2,750	-
Advertising- Tax Sale	30,095	31,353	32,000	32,000	-
Dues: Organizations	110	50	115	115	-
Staff Development	1,254	1,205	1,800	1,800	-
Small Equipment	901	-	-	-	-
Operational	2,451	1,070	1,400	1,400	-
Operational- Tax Sale	3,509	4,455	6,000	6,000	-
Postage - Tax Sale	35,580	26,254	36,000	36,000	-
IT Replacement Equipment/Software	1,216	-	-	-	-
Uniform Clothing - Tax Sale	137	83	150	150	-
Expenditure Total	263,196	206,689	262,535	262,535	-
Department Total	411,447	373,471	445,660	445,660	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.83%	0.78%	0.89%	0.89%
Departmental Total Cost	411,447	373,471	445,660	445,660
Departmental Direct Revenue	294,602	286,764	265,000	265,000
Other Revenue	41,544	52,399	55,297	55,297
Cost in Tax Dollars	75,302	34,308	125,363	125,363
Estimated Millage	0.14	0.06	0.23	0.23
Total Full Time Employees	3	3	3	3
Cost Per Employee	49,417	55,594	61,042	61,042

**Oconee County, South Carolina
Department of Social Services (402)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Telecommunications	14,212	9,276	11,700	11,700	-
Non-Capital Equipment	1,552	3,457	1,000	1,000	-
Operational	57	22	500	500	-
Equipment Capital Expenditure	-	-	-	-	-
Pauper Funerals	6,287	7,112	8,000	8,000	-
Expenditure Total	22,108	19,867	21,200	21,200	-
Department Total	22,108	19,867	21,200	21,200	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.04%	0.04%	0.04%	0.04%
Departmental Total Cost	22,108	19,867	21,200	21,200
Departmental Direct Revenue	-	-	-	-
Other Revenue	2,232	2,787	2,630	2,630
Cost in Tax Dollars	19,876	17,080	18,570	18,570
Estimated Millage	0.04	0.03	0.03	0.03
Total Full Time Employees	-	-	-	-
Cost Per Employee	-	-	-	-

**Oconee County, South Carolina
Detention Center (106)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019 2020 and FY 2020-2021
Salary and Wages	1,844,883	1,827,617	1,781,973	1,781,973	-
Pay Increase including Fringe					-
Overtime	38,626	69,509	60,000	60,000	-
Social Security	138,993	138,408	142,441	142,441	-
Retirement	306,162	323,714	338,633	338,633	-
Workers Compensation	73,262	66,647	48,959	48,959	-
Health Insurance	337,030	405,514	429,533	429,533	-
Dental	-	17,865	25,850	25,850	-
Vision	-	2,886	4,700	4,700	-
Salary and Wage Totals	2,738,956	2,852,160	2,832,089	2,832,089	-
New Position					
Correctional Officer II	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	18,265	11,235	14,000	14,000	-
Professional	954	790	3,600	3,600	-
State Inmate Stipend	4,524	7,652	14,600	14,600	-
Data Processing	22,380	16,747	23,500	23,500	-
Copier Click Charges	6,867	7,361	10,000	10,000	-
Medical	272,884	288,201	315,000	315,000	-
Dues: Organizations	1,653	1,950	2,000	2,000	-
Staff Development	5,832	8,918	9,000	9,000	-
Building/Grounds Maintenance	46,412	62,714	62,000	62,000	-
Gas and Fuel Oil	20,375	21,859	20,000	20,000	-
Electricity	209,871	230,515	200,000	200,000	-
Water/Sewer/Garbage	43,578	44,429	48,000	48,000	-
Small Equipment	18,281	47,291	30,000	30,000	-
Operational	77,017	63,982	79,000	79,000	-
Postage	154	82	900	900	-
Food	243,297	249,568	266,000	266,000	-
IT Replacement					
Equipment/Software	11,046	7,970	9,000	9,000	-
Uniforms/Clothing	37,174	56,059	55,000	55,000	-
Periodicals	-	190	250	250	-
Equipment, Capital Expenditures	5,600	37,655	-	-	-
Capital Vehicles	-	33,687	-	-	-
Juvenile Detention Services (Department of Juvenile Justice)	18,483	22,543	32,000	32,000	-
Expenditure Total	1,064,647	1,221,398	1,193,850	1,193,850	-
Department Total	3,803,603	4,073,558	4,025,939	4,025,939	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	7.65%	8.49%	8.05%	8.05%	
Departmental Total Cost	3,803,603	4,073,558	4,025,939	4,025,939	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	384,049	571,534	499,536	499,536	
Cost in Tax Dollars	3,419,554	3,502,024	3,526,403	3,526,403	
Estimated Millage	6.53	6.51	6.56	6.43	
Total Full Time Employees	47	47	47	47	
Cost Per Employee	58,276	60,684	60,257	60,257	

**Oconee County, South Carolina
Economic Development (707)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	219,738	216,831	317,630	317,630	-
Pay Increase including Fringe					-
Overtime	5,194	32,053	-	-	-
Social Security	16,480	17,344	24,299	24,299	-
Retirement	30,287	33,750	49,423	49,423	-
Workers Compensation	4,389	4,166	6,760	6,760	-
Health Insurance	33,703	37,380	45,695	45,695	-
Dental	-	1,656	2,750	2,750	-
Vision	-	270	500	500	-
Salary and Wage Totals	309,791	343,450	447,057	447,057	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Copier Click Charges	1,781	786	3,500	3,500	-
Rent	21,012	21,012	21,012	21,012	-
Equip Maint _ GCCP Sewer South	9,387	-	-	-	-
Electricity - Commerce Center	2,215	1,902	2,225	2,225	-
Electricity-OITP	4,229	3,321	4,900	4,900	-
Electricity-Golden Corner	-	-	5,000	5,000	-
Water/Sewer/Garbage	4,912	550	-	-	-
Operational- GCCP Sewer South	320	405	-	-	-
Econ Dev Land Transf To	500,319	-	-	-	-
Vehicle Maintenance	91	346	500	500	-
Gasoline	1,708	803	2,500	2,500	-
Mountain Lakes Business Development Corporation	36,500	39,000	37,050	37,050	-
EDIS Partnership via Appalachian Council of Governments	12,199	12,199	12,199	12,199	-
Oconee Economic Alliance	167,000	159,275	156,275	156,275	-
Upstate SC Alliance	37,522	37,522	37,523	37,523	-
Expenditure Total	799,195	277,121	282,684	282,684	-
Department Total	1,108,986	620,571	729,741	729,741	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	2.23%	1.29%	1.46%	1.46%	
Departmental Total Cost	1,108,986	620,571	729,741	729,741	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	111,974	87,068	90,546	90,546	
Cost in Tax Dollars	997,012	533,503	639,195	639,195	
Estimated Millage	1.90	0.99	1.19	1.17	
Total Full Time Employees	4	4	5	5	
Cost Per Employee	77,448	85,863	89,411	89,411	

**Oconee County, South Carolina
Facilities Maintenance (714)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	447,681	464,029	503,721	503,721	-
Pay Increase including Fringe					-
Work Release Program	-	-	15,000	15,000	-
Overtime	1,486	1,852	1,500	1,500	-
Social Security	32,098	32,957	38,649	38,649	-
Retirement	60,813	67,590	78,612	78,612	-
Workers Compensation	22,211	20,395	18,025	18,025	-
Health Insurance	93,451	119,298	127,946	127,946	-
Dental	6,585	5,959	7,150	7,150	-
Vision	1,073	970	1,300	1,300	-
ARC - Retiree Health Plan	-	-	-	-	-
Salary and Wage Totals	665,398	713,050	791,903	791,903	-
New Positions includes salary and fringe					
Custodian I	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	699	533	2,000	2,000	-
Professional	36,016	29,528	40,000	40,000	-
Copier Clicks	43	13	200	200	-
Staff Development	-	-	500	500	-
Building/Grounds Maintenance	5,891	5,567	7,000	7,000	-
Building Maintenance - Probation and Parole	13,632	4,592	8,000	8,000	-
Building/Grounds - Oakway Intm	2,344	7,594	1,000	1,000	-
Building/Grounds - Christ Central	-	27,639	-	-	-
Building Maintenance - DSS					
Building	21,631	22,533	20,000	20,000	-
Building Maintenance - Lakeview Rest Home	6,522	4,158	7,000	7,000	-
Building Maintenance - Courthouse	74,328	39,863	59,000	59,000	-
Building Maintenance - Walhalla Health Department	3,411	3,995	6,300	6,300	-
Building Maintenance - USDA Building	3,270	3,448	3,500	3,500	-
Building Maintenance - Pine Street	24,959	33,662	30,000	30,000	-
Building Maintenance - Brown Building	1,683	6,924	3,000	3,000	-
Gas and Fuel Oil - Probation and Parole	1,630	1,999	1,900	1,900	-
Gas and Fuel Oil - Oakway Intm	5,082	3,979	2,500	2,500	-

**Oconee County, South Carolina
Facilities Maintenance (714)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Gas and Fuel Oil - Courthouse	29,521	12,577	45,000	45,000	-
Gas and Fuel Oil - Pine Street	2,843	3,317	3,500	3,500	-
Gas and Fuel Oil - Brown Building	1,180	1,047	1,900	1,900	-
Electricity - Facilities Maintenance	620	907	1,000	1,000	-
Electricity - Probation and Parole	5,344	5,496	6,200	6,200	-
Electricity - Oakway School	18,951	18,120	17,000	17,000	-
Electricity - DSS Building	48,162	46,707	50,000	50,000	-
Electricity - Walhalla Health Department	13,599	13,564	15,000	15,000	-
Electricity - Foothills Alliance	1,113	1,465	1,300	1,300	-
Electricity - Courthouse	112,519	101,611	117,813	117,813	-
Electricity - Pine Street	51,335	25,541	55,000	55,000	-
Electricity - Brown Building	9,847	10,260	12,000	12,000	-
Water - Facilities Maintenance	737	796	800	800	-
Water - Probation and Parole	1,349	1,366	1,000	1,000	-
Water - Oakway School	568	479	500	500	-
Water - DSS Building	2,692	3,152	2,850	2,850	-
Water - Walhalla Health	694	945	810	810	-
Water - Foothills Alliance	414	676	700	700	-
Water - Courthouse	3,354	3,294	3,600	3,600	-
Water - Pine Street	2,085	2,202	2,500	2,500	-
Water - Brown Building	1,177	1,154	1,300	1,300	-
Safety Equipment	2,066	2,010	2,500	2,500	-
Small Equipment	7,981	3,918	12,000	12,000	-
Operational	25,564	28,944	27,000	27,000	-
Uniforms/Clothing	4,553	5,320	5,500	5,500	-
Equipment, Capital Expenditures	8,345	-	-	-	-
Buildings, Capital Expenditures	-	-	70,000	-	(70,000)
Vehicle Maintenance	6,556	7,453	6,500	6,500	-
Gasoline	12,373	13,214	13,500	13,500	-
Expenditure Total	576,688	511,562	668,673	598,673	(70,000)
Department Total	1,242,085	1,224,612	1,460,576	1,390,576	(70,000)
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	2.50%	2.55%	2.92%	2.78%	
Departmental Total Cost	1,242,085	1,224,612	1,460,576	1,390,576	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	125,413	171,817	181,227	172,542	
Cost in Tax Dollars	1,116,672	1,052,795	1,279,349	1,218,034	
Estimated Millage	2.13	1.96	2.38	2.22	

**Oconee County, South Carolina
Facilities Maintenance (714)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019- 2020 and FY 2020-2021
Total Full Time Employees	13	14	15	15	
Cost Per Employee	51,184	50,932	52,794	52,794	

**Oconee County, South Carolina
Finance Department (708)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	290,257	332,526	344,635	344,635	-
Pay Increase including Fringe					-
Overtime	135	234	500	500	-
Social Security	20,567	23,779	26,441	26,441	-
Retirement	39,216	48,532	53,781	53,781	-
Workers Compensation	1,044	1,069	829	829	-
Health Insurance	46,890	54,396	63,973	63,973	-
Dental	3,153	2,992	3,850	3,850	-
Vision	513	487	700	700	-
Salary and Wage Totals	401,776	464,015	494,709	494,709	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	-	672	1,000	1,000	-
Equipment Maintenance	936	-	720	720	-
Professional	8,126	9,288	10,300	10,300	-
Telecommunications	-	300	-	-	-
Data Processing	131,087	161,841	140,000	140,000	-
Copies	4,185	3,948	4,800	4,800	-
Advertising	1,083	1,142	500	500	-
Dues: Organizations	1,592	1,095	1,600	1,600	-
Staff Development	609	2,920	10,000	10,000	-
Safety Equipment	-	-	-	-	-
Small Equipment	1,643	424	1,800	1,800	-
Operational IT Replacement	2,885	4,833	5,000	5,000	-
Equipment/Software	-	1,368	-	-	-
Periodicals	159	180	500	500	-
Vehicle Maintenance	182	122	-	-	-
Gasoline	304	603	-	-	-
Expenditure Total	152,790	188,736	176,220	176,220	-
Department Total	554,566	652,751	670,929	670,929	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.12%	1.36%	1.34%	1.34%	
Departmental Total Cost	554,566	652,751	670,929	670,929	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	55,994	91,583	83,248	83,248	
Cost in Tax Dollars	498,572	561,168	587,681	587,681	
Estimated Millage	0.95	1.04	1.09	1.07	
Total Full Time Employees	6	6	7	7	
Cost Per Employee	66,963	77,336	70,673	70,673	

**Oconee County, South Carolina
Fire/Emergency Services (107)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	1,033,365	1,348,486	1,409,640	1,409,640	-
Pay Increase including Fringe					-
Overtime	21,939	23,144	20,000	20,000	-
Social Security	77,782	100,548	109,367	109,367	-
Retirement	164,417	232,553	258,830	258,830	-
Workers Compensation	123,945	129,102	146,352	146,352	-
Health Insurance	161,762	260,890	319,865	319,865	-
Dental	-	7,795	19,250	19,250	-
Vision	-	1,270	3,500	3,500	-
Salary and Wage Totals	1,583,210	2,103,788	2,286,804	2,286,804	-
New Position					
Restructure to keep staff PT County employee	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	-	696	-	-	-
Equipment Maintenance	15,962	18,575	16,000	16,000	-
Professional	2,180	4,948	5,775	5,775	-
Telecommunications	4,744	4,176	5,000	5,000	-
Data Processing	25,966	31,227	31,352	31,352	-
Copier Click Charges	3,469	4,476	4,200	4,200	-
Medical - Physicals for Volunteers and Medical Supplies	83,202	79,096	82,500	82,500	-
Dues: Organizations	2,249	1,579	2,525	2,525	-
Staff Development	45,195	44,372	60,000	60,000	-
Commission Honoraria	1,200	-	1,200	1,200	-
Buildings/Grounds Maintenance	13,440	25,632	20,000	20,000	-
Gas and Fuel Oil - Westminster	-	-	-	-	-
Electricity	8,404	9,318	8,800	8,800	-
Water/Sewer/Garbage	442	710	850	850	-
Small Equipment	46,416	69,489	37,000	37,000	-
Operational	26,738	25,439	27,000	27,000	-
Postage	189	317	700	700	-
Food	9,453	8,008	9,050	9,050	-
It Replacement					
Equipment/Software	2,736	725	5,000	5,000	-
Uniforms/Clothing	12,883	10,163	15,200	15,200	-
Equipment Capital Equipment	6,533	35,484	-	-	-
Capital Vehicle	55,779	141,275	-	-	-
Fire Truck	52,469	352,600	-	-	-
Vehicle Maintenance	156,548	172,063	165,000	165,000	-
Gasoline	47,195	51,435	55,000	55,000	-
Diesel	6,625	11,598	8,000	8,000	-

**Oconee County, South Carolina
Fire/Emergency Services (107)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
OMH Ambulance Service	150,000	150,000	150,000	150,000	-
City of Seneca - Fire Contract	650,000	650,000	650,000	650,000	-
City of Walhalla Fire	300,000	300,000	300,000	300,000	-
City of Westminster Fire	285,000	285,000	285,000	285,000	-
Town of Salem Fire	200,000	200,000	200,000	200,000	-
Miscellaneous Grant Match	8,657	7,196	10,000	10,000	-
Expenditure Total	2,223,674	2,695,597	2,155,152	2,155,152	-
Department Total	3,806,884	4,799,385	4,441,956	4,441,956	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	7.66%	10.00%	8.89%	8.89%
Departmental Total Cost	3,806,884	4,799,385	4,441,956	4,441,956
Departmental Direct Revenue	-	-	-	-
Other Revenue	384,380	673,370	551,155	551,155
Cost in Tax Dollars	3,422,504	4,126,015	3,890,801	3,890,801
Estimated Millage	6.54	7.67	7.24	7.10
Total Full Time Employees	26	26	35	35
Cost Per Employee	60,893	80,915	65,337	65,337

**Oconee County, South Carolina
Health Department (403)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Equipment Maintenance	-	-	200	200	-
Professional	145	-	728	728	-
Equipment Rental	-	-	1,125	1,125	-
Telecommunications	1,639	1,640	2,000	2,000	-
Medical	6,997	6,753	7,000	7,000	-
Building/Grounds Maintenance	6,501	2,602	6,750	6,750	-
Electricity	15,125	14,933	16,500	16,500	-
Water/Sewer/Garbage	1,115	1,428	1,500	1,500	-
Small Equipment	-	-	1,500	1,500	-
Operational	3,845	1,225	4,000	4,000	-
Postage	214	234	331	331	-
Expenditure Total	35,581	28,815	41,634	41,634	-
Department Total	35,581	28,815	41,634	41,634	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.07%	0.06%	0.08%	0.08%
Departmental Total Cost	35,581	28,815	41,634	41,634
Departmental Direct Revenue	-	-	-	-
Other Revenue	3,593	4,043	5,166	5,166
Cost in Tax Dollars	31,988	24,772	36,468	36,468
Estimated Millage	0.06	0.05	0.07	0.07
Total Full Time Employees	-	-	-	-
Cost Per Employee	-	-	-	-

**Oconee County, South Carolina
Health and Human Services (705)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Charity Medical:					
Rosa Clark Medical Clinic	80,000	80,000	80,000	80,000	-
Medically Indigent Assistance	155,161	154,057	160,000	160,000	-
Helping Hands (Contract)	35,000	35,000	35,000	35,000	-
Charity Medical Expenditure Total	270,161	269,057	275,000	275,000	-
Direct Aid					
CAT Bus System	60,000	60,000	60,000	60,000	-
OC Board of Disabilities and Special Needs	75,000	75,000	75,000	75,000	-
Anderson, Oconee, and Pickens Mental Health	60,000	60,000	60,000	60,000	-
Senior Solutions/Lake View Assisted Oconee Support	92,900	92,900	92,900	92,900	-
	70,584	73,084	200,000	200,000	-
Direct Aid Expenditure Total	358,484	360,984	487,900	487,900	-
Department Total	628,645	630,041	762,900	762,900	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	1.26%	1.31%	1.53%	1.53%
Departmental Total Cost	628,645	630,041	762,900	762,900
Departmental Direct Revenue	-	-	-	-
Other Revenue	63,474	88,397	94,660	94,660
Cost in Tax Dollars	565,171	541,644	668,240	668,240
Estimated Millage	1.08	1.01	1.24	1.22
Total Full Time Employees	-	-	-	-
Cost Per Employee	-	-	-	-

**Oconee County, South Carolina
High Falls Park (203)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	141,838	152,223	182,881	182,881	-
Pay Increase including Fringe					-
Overtime	5,811	7,860	9,500	9,500	-
Social Security	10,371	11,250	14,717	14,717	-
Retirement	19,981	22,929	29,839	29,839	-
Workers Compensation	7,079	7,018	6,090	6,090	-
Health Insurance	33,703	32,332	45,695	45,695	-
Dental	-	1,845	2,500	2,500	-
Vision	-	301	500	500	-
ARC - Retiree Health Plan	-	-	-	-	-
Salary and Wage Totals	218,783	235,758	291,722	291,722	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	579	80	700	700	-
Professional	45,870	51,115	50,098	50,098	-
Equipment Rental	-	-	10,000	10,000	-
Copier Click Charges	638	552	1,000	1,000	-
Building/Grounds Maintenance	24,500	17,685	25,000	25,000	-
Gas and Fuel Oil	3,702	4,111	4,150	4,150	-
Electricity	29,333	33,017	28,000	28,000	-
Water/Sewer/Garbage	2,605	3,403	3,000	3,000	-
Safety Equipment (swim area)	231	418	1,000	1,000	-
Small Equipment	2,203	2,037	2,000	2,000	-
Operational	10,439	9,214	12,000	12,000	-
Food	-	-	200	200	-
IT Replacement/Software	-	1,057	500	500	-
Uniforms/Clothing	1,762	760	2,250	2,250	-
Concessions	4,392	4,831	5,000	5,000	-
Capital Expenditures					
Equipment	-	3,909	-	-	-
Building, Capital Expenditures	-	2,548	-	-	-
Vehicles, Capital Expenditures	8,345	-	-	-	-
General Gravel Use	2,758	289	5,000	5,000	-
Expenditure Total	137,357	135,026	149,898	149,898	-
Department Total	356,140	370,784	441,620	441,620	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.72%	0.77%	0.88%	0.88%
Departmental Total Cost	356,140	370,784	441,620	441,620
Departmental Direct Revenue	161,961	159,938	150,000	150,000
Other Revenue	35,959	52,022	54,796	54,796
Cost in Tax Dollars	158,220	158,824	236,824	236,824
Estimated Millage	0.30	0.30	0.44	0.43
Total Full Time Employees	4	4	5	5
Cost Per Employee	54,696	58,940	58,344	58,344

**Oconee County, South Carolina
Human Resources (710)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	151,663	167,363	168,985	168,985	-
Pay Increase including Fringe					-
Overtime	310	303	500	500	-
Social Security	10,626	11,845	13,004	13,004	-
Retirement	20,483	24,409	26,450	26,450	-
Workers Compensation	1,151	1,151	876	876	-
Health Insurance	23,138	29,024	27,417	27,417	-
Dental	1,841	1,576	1,650	1,650	-
Vision	299	257	300	300	-
Salary and Wage Totals	209,511	235,928	239,182	239,182	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	619	457	200	200	-
Professional	2,862	3,599	3,500	3,500	-
Telecommunications	720	720	720	720	-
Data Processing	16,663	-	17,000	17,000	-
Copies	1,394	1,500	3,000	3,000	-
Medical	40,644	53,556	45,000	45,000	-
Dues: Organizations	453	418	460	460	-
Staff Development	2,621	2,283	3,500	3,500	-
Safety Equipment	3,764	1,545	5,000	5,000	-
Small Equipment	135	339	1,250	1,250	-
Operational	5,899	2,638	6,000	6,000	-
Food	142	-	200	200	-
IT Replacement					
Equipment/Software	973	-	-	-	-
Periodicals	962	1,335	1,392	1,392	-
Vehicle Maintenance	77	-	-	-	-
Gasoline	43	74	-	-	-
Expenditure Total	77,972	68,464	87,222	87,222	-
Department Total	287,484	304,392	326,404	326,404	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	0.58%	0.63%	0.65%	0.65%	
Departmental Total Cost	287,484	304,392	326,404	326,404	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	29,027	42,707	40,500	40,500	
Cost in Tax Dollars	258,456	261,685	285,904	285,904	
Estimated Millage	0.49	0.49	0.53	0.52	
Total Full Time Employees	3	3	3	3	
Cost Per Employee	69,837	78,643	79,727	79,727	

**Oconee County, South Carolina
Information Technology (711)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	282,699	235,402	271,986	271,986	-
Pay Increase including Fringe					-
Social Security	20,884	17,543	20,807	20,807	-
Retirement	38,920	34,727	42,321	42,321	-
Workers Compensation	3,108	2,741	1,768	1,768	-
Health Insurance	39,075	42,591	45,695	45,695	-
Dental	2,626	2,141	2,750	2,750	-
Vision	428	349	500	500	-
Salary and Wage Totals	387,740	335,494	385,827	385,827	-
New Position					
Deputy IT Director (6 Months Funding)	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	72,210	134,313	75,000	75,000	-
Equipment Maintenance - GIS	52,390	50,000	59,000	59,000	-
Professional	22,414	31,491	30,000	30,000	-
Professional - GIS	6,000	6,000	10,000	10,000	-
Professional-Website	20,000	20,000	24,000	24,000	-
Equipment - Leased/Rented	-	40,630	40,700	40,700	-
Telecommunications	149,692	144,561	148,000	148,000	-
Data Processing	8,367	9,433	52,800	52,800	-
Copier Click Charges	544	586	300	300	-
Dues: Organizations	100	-	300	300	-
Staff Development	3,349	1,905	5,000	5,000	-
Building and Grounds Maint	1,863	-	-	-	-
Small Equipment	-	43,918	10,000	10,000	-
Small Equipment - GIS	-	-	1,500	1,500	-
Operational	3,199	3,234	3,500	3,500	-
IT Replacement EQ/Software (All Dept)	37,677	43,935	45,000	45,000	-
Clothing/Uniforms	490	-	-	-	-
Capital IT Equipment/Software-Cybersecurity	-	15,897	-	-	-
Vehicle Maintenance	311	1,016	1,500	1,500	-
Gasoline	1,464	1,879	3,500	3,500	-
Expenditure Total	380,071	548,798	510,100	510,100	-
Department Total	767,811	884,292	895,927	895,927	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.54%	1.84%	1.79%	1.79%	
Departmental Total Cost	767,811	884,292	895,927	895,927	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	77,526	124,069	111,166	111,166	
Cost in Tax Dollars	690,285	760,223	784,761	784,761	
Estimated Millage	1.32	1.41	1.46	1.43	
Total Full Time Employees	6	6	5	5	
Cost Per Employee	64,623	55,916	77,165	77,165	

**Oconee County, South Carolina
Legislative Delegation (706)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	52,305	53,351	55,485	55,485	-
Pay Increase including Fringe					-
Social Security	3,818	3,977	4,245	4,245	-
Retirement	7,093	7,762	8,633	8,633	-
Workers Compensation	190	172	133	133	-
Health Insurance	7,839	9,756	9,139	9,139	-
Dental	525	525	500	500	-
Vision	62	62	100	100	-
Salary and Wage Totals	71,831	75,605	78,235	78,235	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	861	498	800	800	-
Copier Click Charges	504	575	750	750	-
Rent	11,400	11,400	11,400	11,400	-
Small Equipment	-	-	500	500	-
Operational	1,699	1,070	1,800	1,800	-
Postage	400	-	400	400	-
Expenditure Total	14,864	13,543	15,650	15,650	-
Department Total	86,695	89,148	93,885	93,885	-

Cost to Serve Analysis	2018	2019	2020	FY 2021
Percentage of Budget	0.17%	0.19%	0.19%	0.19%
Departmental Total Cost	86,695	89,148	93,885	93,885
Departmental Direct Revenue	-	-	-	-
Other Revenue	8,754	12,508	11,649	11,649
Cost in Tax Dollars	77,942	76,640	82,236	82,236
Estimated Millage	0.15	0.14	0.15	0.15
Total Full Time Employees	1	1	1	1
Cost Per Employee	71,831	75,605	78,235	78,235

**Oconee County, South Carolina
Library (206)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	624,770	658,324	697,584	697,584	-
Pay Increase including Fringe					-
Overtime	196	194	-	-	-
Social Security	45,300	47,925	53,227	53,227	-
Retirement	83,332	95,591	108,264	108,264	-
Workers Compensation	7,423	7,979	4,118	4,118	-
Health Insurance	151,663	184,400	173,641	173,641	-
Dental	-	7,353	10,450	10,450	-
Vision	-	1,283	1,900	1,900	-
Salary and Wage Totals	912,684	1,003,049	1,049,184	1,049,184	-
New Positions includes Salary and Fringe					
	-	-			-
New Position Total	-	-	-	-	-
Equipment Maintenance	2,450	2,470	2,450	2,450	-
Professional	107,512	109,551	110,000	110,000	-
Telecommunications	913	836	1,000	1,000	-
Data Processing	27,468	27,685	27,716	27,716	-
Copier Click Charges	8,528	7,885	10,000	10,000	-
Advertising	692	450	700	700	-
Dues: Organizations	750	750	750	750	-
Staff Development	3,237	3,158	3,300	3,300	-
Commission Honoraria	900	900	900	900	-
Maintenance Buildings/Grounds	61	-	-	-	-
Building/Grounds Maintenance - Walhalla	4,458	6,510	7,000	7,000	-
Building/Grounds Maintenance - Seneca	3,524	5,743	3,600	3,600	-
Building/Grounds Maintenance - Westminster	1,952	1,844	2,500	2,500	-
Building/Grounds Maintenance - Salem	1,941	1,730	2,020	2,020	-
Electricity - Walhalla	23,863	30,045	27,000	27,000	-
Electricity - Seneca	14,992	14,093	17,000	17,000	-
Electricity - Westminster	15,502	13,678	15,500	15,500	-
Electricity - Salem	5,000	5,000	5,000	5,000	-

**Oconee County, South Carolina
Library (206)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Water/Sewer/Garbage - Walhalla	1,274	1,528	1,400	1,400	-
Water/Sewer/Garbage - Seneca	795	902	1,000	1,000	-
Water/Sewer/Garbage - Westminster	806	468	1,000	1,000	-
Small Equipment	2,800	4,750	2,800	2,800	-
Operational	14,526	7,310	8,000	8,000	-
Postage	882	450	1,000	1,000	-
Food	414	229	500	500	-
Books	94,506	83,095	86,000	86,000	-
Periodicals	19,999	21,630	22,200	22,200	-
Audio Visual	10,500	10,500	11,300	11,300	-
Vehicle Maintenance	709	1,211	1,500	1,500	-
Gasoline	2,349	2,324	2,500	2,500	-
Diesel	1,883	2,115	2,000	2,000	-
Expenditure Total	375,186	368,840	377,636	377,636	-
Department Total	1,287,870	1,371,889	1,426,820	1,426,820	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	2.59%	2.86%	2.85%	2.85%
Departmental Total Cost	1,287,870	1,371,889	1,426,820	1,426,820
Departmental Direct Revenue	32,629	29,214	35,000	35,000
Other Revenue	130,036	192,481	177,039	177,039
Cost in Tax Dollars	1,125,206	1,150,194	1,214,781	1,214,781
Estimated Millage	2.15	2.14	2.26	2.22
Total Full Time Employees	19	19	19	19
Cost Per Employee	48,036	52,792	55,220	55,220

Description	FY 2018 Actual	FY 2019 Budget	FY 2020 Budget
Maintenance of Effort	1,287,870	1,371,889	1,426,820
		2,573	138,950
No one time capital is to be included in totals.			

**Oconee County, South Carolina
Magistrate (509)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	481,810	491,976	448,832	448,832	-
2 Part Time Judges	-	-	70,000	70,000	-
Pay Increase including Fringe					-
Overtime	918	566	1,500	1,500	-
Social Security	35,624	35,980	38,543	38,543	-
Retirement	73,315	79,553	74,048	74,048	-
Workers Compensation	6,116	4,353	6,296	6,296	-
Health Insurance	75,832	87,547	82,252	82,252	-
Dental	-	4,727	4,950	4,950	-
Vision	-	770	900	900	-
Salary and Wage Totals	673,615	705,472	727,321	727,321	-
New Positions includes salary and fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	-	-	400	400	-
Equipment Maintenance	-	10	-	-	-
Court Expenditures	8,161	10,196	17,500	17,500	-
Equipment Rental	-	-	-	-	-
Telecommunications	600	1,090	720	720	-
Data Processing	25,295	25,000	25,000	25,000	-
Copier Click Charges	4,952	5,580	5,500	5,500	-
Rent	23,760	21,780	21,600	21,600	-
Dues: Organizations	610	255	800	800	-
Staff Development	4,817	1,406	3,000	3,000	-
Building/Grounds Maintenance	12,326	9,953	15,000	15,000	-
Gas and Fuel Oil - Walhalla	690	720	1,200	1,200	-
Electricity	8,444	11,277	12,500	12,500	-
Water/Sewer/Garbage - Seneca	213	356	250	250	-
Small Equipment	139	376	3,500	3,500	-
Operational	5,578	5,179	5,500	5,500	-
Food	128	92	500	500	-
IT Replacement					
Equipment/Software	3,234	2,805	5,000	5,000	-
Vehicles/Equipment, Capital Expenditures	-	-	-	-	-
Vehicle Maintenance	138	389	1,500	1,500	-
Gasoline	1,408	795	2,800	2,800	-
Expenditure Total	100,493	97,259	122,270	122,270	-
Department Total	774,108	802,731	849,591	849,591	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.56%	1.67%	1.70%	1.70%	
Departmental Total Cost	774,108	802,731	849,591	849,591	
Departmental Direct Revenue	327,749	331,276	280,100	280,100	
Other Revenue	78,161	112,626	105,417	105,417	
Cost in Tax Dollars	368,198	358,829	464,074	464,074	
Estimated Millage	0.70	0.67	0.86	0.85	
Total Full Time Employees	9	9	9	9	
Cost Per Employee	74,846	78,386	80,813	80,813	

**Oconee County, South Carolina
Non-Departmental (709)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Health Insurance	2,346,361	429,500	-	-	-
Retiree Health Stipend	-	-	41,000	41,000	-
Community Safety	-	-	175,000	175,000	-
Health Clinic at Pine Street		-	55,000	55,000	-
ARC for OPEB	2,474	-	-	-	-
Professional (Payroll Breach 11/2014)	10,392	6,156	-	-	-
Mail Machine	2,847	4,594	5,000	5,000	-
Telecommunications	152,550	125,496	180,000	180,000	-
P & L Insurance	756,419	834,958	1,200,000	1,200,000	-
Unemployment	31,390	7,881	10,000	10,000	-
Advertising	-	4,060	215,000	215,000	-
Quarterly Shred	-	-	7,500	7,500	-
Non Capital Equipment	47,085	2,497	-	-	-
Operational	-	443	-	-	-
Postage	71,375	91,032	91,000	91,000	-
	3,420,893	1,506,617	1,979,500	1,979,500	-
Debt Service					
2015 Lease-Principal Payoff 10/01/2020 \$4,200,000 Last Payment FY 20/21 10/01/2020 \$866,278.65	826,481	839,540	852,840	852,840	-
2015 Lease-Interest Payoff 10/01/2020 \$4,200,000	53,485	40,426	27,162	27,162	-
Principal Payment - 2018 BB&T Capital Lease Last Payment FY 23/24 06/01/2024 \$365,000	-	55,306	57,968	57,968	-
Interest Payment - 2018 BB&T Capital Lease Purchase	-	12,222	9,560	9,560	-
Issuance Cost - 2018 Capital Lease Purchase	20,000	-	-	-	-
2019 Lease - Principal BB&T Payoff 11/22/2024 2.2M	-	-	-	422,833	422,833
2019 Lease - Interest BB&T	-	-	-	43,780	43,780
Expenditure Total	899,966	947,494	947,530	1,414,143	466,613
Department Total	4,320,859	2,454,111	2,927,030	3,393,643	466,613
Cost to Serve Analysis					
Percentage of Budget	8.69%	5.11%	5.86%	6.79%	
Departmental Total Cost	4,320,859	2,454,111	2,927,030	3,393,643	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	436,276	344,320	363,184	421,081	
Cost in Tax Dollars	3,884,583	2,109,791	2,563,846	2,972,562	
Estimated Millage	7.42	3.92	4.77	5.42	
Total Full Time Employees	-	-	-	-	
Cost Per Employee	-	-	-	-	

**Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	149,734	156,029	287,120	287,120	-
Pay Increase including Fringe					-
Overtime	1,635	1,757	-	-	-
Social Security	10,560	11,027	21,965	21,965	-
Retirement	22,906	23,047	44,676	44,676	-
Workers Compensation	7,732	7,616	6,797	6,797	-
Health Insurance	42,128	29,993	45,695	45,695	-
Dental	-	2,626	2,750	2,750	-
Vision	-	427	500	500	-
Salary and Wage Totals	234,695	232,522	409,503	409,503	-
New Positions includes Salary and Fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional	600	-	-	-	-
Copier Click Charges	2,205	1,642	1,500	1,500	-
Advertising	6,661	3,198	-	-	-
Dues: Organizations	995	1,000	1,175	1,175	-
Staff Development	6,681	6,676	7,000	7,000	-
Commission Honoraria	700	700	700	700	-
Recreation - District 1	10,000	10,000	30,000	30,000	-
Recreation - District 2	22,500	10,000	30,000	30,000	-
Recreation - District 3	10,000	10,000	30,000	30,000	-
Recreation - District 4	10,000	10,000	30,000	30,000	-
Recreation - District 5	10,000	22,500	30,000	30,000	-
Electricity - Fairplay Rec Area	1,071	949	1,400	1,400	-
Electricity - Lawrence Br. Rec Area	802	508	1,000	1,000	-
Electricity - Mullins Ford Landing	983	1,330	1,500	1,500	-
Water/Sewer - Fairplay Rec Area	533	539	600	600	-
Water/Sewer-Lawrence Bridge Rec	913	359	600	600	-
Safety Equipment	2,083	2,696	3,050	3,050	-
Small Equipment	933	925	1,000	1,000	-
Operational	2,841	3,895	4,000	4,000	-
Food	605	197	200	200	-
Uniforms/Clothing	355	335	400	400	-
Magazines/Newspapers	-	130			-
General Gravel Use	3,649	295	4,000	4,000	-
Vehicle Maintenance	16,455	13,821	13,000	13,000	-
Gasoline	17,826	17,104	20,000	20,000	-
Diesel	1,083	712	1,100	1,100	-
Arts and Historical Commission	7,499	7,500	7,500	7,500	-

**Oconee County, South Carolina
Parks, Recreation, and Tourism (202)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Mountain Lakes Convention and Visitors Bureau	85,000	85,000	85,000	85,000	-
Foothills YMCA	2,500	2,500	2,500	2,500	-
Oconee Heritage Center Museum	30,000	30,000	35,000	35,000	-
Miscellaneous Grant Match	-	5,316	5,000	5,000	-
Expenditure Total	255,473	249,827	347,225	347,225	-
Department Total	490,168	482,349	756,728	756,728	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.99%	1.01%	1.51%	1.51%
Departmental Total Cost	490,168	482,349	756,728	756,728
Departmental Direct Revenue	15,608	17,107	13,400	13,400
Other Revenue	49,492	67,675	93,894	93,894
Cost in Tax Dollars	425,068	397,567	649,434	649,434
Estimated Millage	0.81	0.74	1.21	1.18
Total Full Time Employees	5	5	5	5
Cost Per Employee	46,939	46,504	81,901	81,901

**Oconee County, South Carolina
Planning Department (712)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	-	70,211	140,184	140,184	-
Pay Increase including Fringe					-
Overtime	-	37	500	500	-
Social Security	-	4,802	10,724	10,724	-
Retirement	-	9,486	21,813	21,813	-
Workers Compensation	-	1,574	2,984	2,984	-
Health Insurance	-	13,651	27,417	27,417	-
Dental	-	685	1,650	1,650	-
Vision	-	112	300	300	-
Salary and Wage Totals	-	100,558	205,572	205,572	-
New Positions includes salary and fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional	-	600	50,000	50,000	-
Data Processing	-	-	5,000	5,000	-
Copies	-	-	1,200	1,200	-
Dues: Organizations	-	-	1,200	1,200	-
Staff Development	-	-	1,500	1,500	-
Commission Honoraria	-	-	6,000	6,000	-
Operational	-	-	3,500	3,500	-
Vehicle Maintenance	-	-	1,000	1,000	-
Gasoline	-	-	500	500	-
Expenditure Total	-	600	69,900	69,900	-
Department Total	-	101,158	275,472	275,472	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	0.00%	0.20%	0.55%	0.55%	
Departmental Total Cost	-	101,158	275,472	275,472	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	-	13,623	34,180	34,180	
Cost in Tax Dollars	-	87,535	241,292	241,292	
Estimated Millage	0.00	0.18	0.48	0.48	
Total Full Time Employees	-	-	3	3	
Cost Per Employee	-	-	68,524	68,524	

**Oconee County, South Carolina
Probate Court (502)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	214,683	217,153	219,074	219,074	-
Pay Increase including Fringe					-
Overtime	297	919	500	500	-
Social Security	15,577	15,751	16,797	16,797	-
Retirement	29,287	31,807	34,166	34,166	-
Workers Compensation	2,646	2,379	1,839	1,839	-
Health Insurance	42,128	45,692	45,695	45,695	-
Dental	-	2,467	2,750	2,750	-
Vision	-	402	500	500	-
Salary and Wage Totals	304,618	316,570	321,321	321,321	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	2,400	2,400	2,400	2,400	-
Professional	3,239	6,855	-	-	-
Court Expenditures	9,400	21,809	15,000	15,000	-
Telecommunications	-	450	900	900	-
Copier Click Charges	2,724	2,805	3,600	3,600	-
Dues: Organizations	335	410	450	450	-
Staff Development	2,344	4,909	3,300	3,300	-
Small Equipment	948	391	500	500	-
Operational	9,644	5,236	8,000	8,000	-
Food	555	59	100	100	-
IT Replacement					
Equipment/Software	1,816	-	-	-	-
Capital Building	2,802	-	-	-	-
Vehicle Maintenance Probate Judge	621	293	800	800	-
Gasoline Probate Court	552	660	800	800	-
Expenditure Total	37,380	46,277	35,850	35,850	-
Department Total	341,998	362,847	357,171	357,171	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.69%	0.76%	0.71%	0.71%
Departmental Total Cost	341,998	362,847	357,171	357,171
Departmental Direct Revenue	209,620	188,041	167,315	167,315
Other Revenue	34,531	50,909	44,318	44,318
Cost in Tax Dollars	97,847	123,897	145,538	145,538
Estimated Millage	0.19	0.23	0.27	0.27
Total Full Time Employees	5	5	5	5
Cost Per Employee	60,924	63,314	64,264	64,264

**Oconee County, South Carolina
Procurement (713)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	110,732	100,997	98,861	98,861	-
Pay Increase including Fringe					-
Overtime	-	52	-	-	-
Social Security	8,060	7,397	7,563	7,563	-
Retirement	15,015	14,821	15,383	15,383	-
Workers Compensation	1,516	968	237	237	-
Health Insurance	15,631	16,642	18,278	18,278	-
Dental	1,050	727	1,100	1,100	-
Vision	171	118	200	200	-
Salary and Wage Totals	152,176	141,722	141,622	141,622	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	-	730	600	600	-
Data Processing	525	535	550	550	-
Copier Click Charges	707	810	1,500	1,500	-
Advertising	578	466	800	800	-
Dues: Organizations	353	343	400	400	-
Staff Development	3,383	2,821	4,500	4,500	-
Small Equipment	-	2,011	1,000	1,000	-
Operational	741	1,109	2,500	2,500	-
Food	-	802			-
Expenditure Total	6,287	9,627	11,850	11,850	-
Department Total	158,463	151,349	153,472	153,472	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.32%	0.32%	0.31%	0.31%
Departmental Total Cost	158,463	151,349	153,472	153,472
Departmental Direct Revenue	-	-	-	-
Other Revenue	16,000	21,235	19,043	19,043
Cost in Tax Dollars	142,463	130,114	134,429	134,429
Estimated Millage	0.27	0.24	0.25	0.25
Total Full Time Employees	2	2	2	2
Cost Per Employee	76,088	70,861	70,811	70,811

**Oconee County, South Carolina
Public Defender (510)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Oconee County Public Defender	200,000	200,000	240,000	240,000	-
Department Total	200,000	200,000	240,000	240,000	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	0.40%	0.42%	0.48%	0.48%	
Departmental Total Cost	200,000	200,000	240,000	240,000	
Departmental Direct Revenue	-	-	-	-	
Other Revenue	20,194	28,061	29,779	29,779	
Cost in Tax Dollars	179,806	171,939	210,221	210,221	
Estimated Millage	0.34	0.32	0.39	0.38	
Total Full Time Employees	-	-	-	-	
Cost Per Employee	-	-	-	-	

**Oconee County, South Carolina
Register of Deeds (735)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	160,730	154,791	159,007	159,007	-
Pay Increase including Fringe					-
Overtime	-	142	500	500	-
Social Security	11,011	10,803	12,229	12,229	-
Retirement	21,771	22,607	24,874	24,874	-
Workers Compensation	584	500	383	383	-
Health Insurance	33,702	36,151	36,556	36,556	-
Dental	-	1,856	2,200	2,200	-
Vision	-	302	400	400	-
Salary and Wage Totals	227,798	227,152	236,149	236,149	-
New Positions					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	781	879	-	-	-
Professional	7,102	-	-	-	-
Equipment Rental	-	-	7,200	7,200	-
Data Processing	49,843	46,720	54,000	54,000	-
Copier Click Charges	5,415	4,915	7,000	7,000	-
Dues: Organizations	220	220	220	220	-
Staff Development	1,047	1,234	1,500	1,500	-
Small Equipment	-	-	-	-	-
Operational	10,474	11,883	11,000	11,000	-
Equipment Capital Expenditure	-	5,631	-	-	-
Expenditure Total	74,882	71,482	80,920	80,920	-
Department Total	302,680	298,634	317,069	317,069	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.61%	0.62%	0.63%	0.63%
Departmental Total Cost	302,680	298,634	317,069	317,069
Departmental Direct Revenue	795,359	830,257	794,444	794,444
Other Revenue	30,562	41,899	39,342	39,342
Cost in Tax Dollars	(523,240)	(573,522)	(516,717)	(516,717)
Estimated Millage	(1.00)	(1.07)	(0.96)	(0.94)
Total Full Time Employees	4	4	4	4
Cost Per Employee	56,950	56,788	59,037	59,037

Oconee County, South Carolina
Roads and Bridges (601)
2020-2021 Budget

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	1,308,783	1,347,386	1,437,712	1,437,712	-
Pay Increase including Fringe					-
Overtime	20,438	37,741	43,000	43,000	-
Social Security	96,418	101,366	113,274	113,274	-
Retirement	185,218	203,486	230,399	230,399	-
Workers Compensation	121,560	114,595	89,851	89,851	-
Health Insurance	296,306	327,988	329,004	329,004	-
Dental	-	16,918	19,800	19,800	-
Vision	-	2,756	3,600	3,600	-
Salary and Wage Totals	2,028,723	2,152,236	2,266,640	2,266,640	-
New Positions includes salary and fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	3,848	3,471	4,000	4,000	-
Professional	7,500	7,500	7,500	7,500	-
Equipment Rental (Crusher & Screen)	1,816	18,084	20,000	20,000	-
Data Processing	3,259	1,085	2,000	2,000	-
Copier Click Charges	1,915	1,573	3,600	3,600	-
Dues: Organizations	726	848	1,240	1,240	-
Staff Development	4,339	6,168	6,250	6,250	-
Special Departmental Supplies	1,000	1,000	1,200	1,200	-
Building/Grounds Maintenance	2,954	1,322	3,000	3,000	-
Gas and Fuel Oil	2,767	2,701	3,900	3,900	-
Electricity	13,465	13,514	14,000	14,000	-
Water/Sewer/Garbage	1,624	2,183	2,200	2,200	-
Safety Equipment	12,906	10,552	13,000	13,000	-
Small Equipment	13,446	6,847	18,000	18,000	-
Operational	(842)	(1,044)	-	-	-
Food	1,290	1,300	1,300	1,300	-
IT Replacement Equipment/Software	2,702	1,738	-	-	-
Uniforms/Clothing	13,552	13,916	14,000	14,000	-
Equipment, Capital Expenditures	150,468	288,035	-	-	-
Vehicle Capital Expenditures	-	19,058	-	-	-
Vehicle Maintenance	251,470	275,208	300,000	300,000	-
Gasoline	27,036	31,320	30,000	30,000	-
Diesel	112,760	131,746	125,000	125,000	-
Expenditure Total	630,001	838,125	570,190	570,190	-
Department Total	2,658,724	2,990,361	2,836,830	2,836,830	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	5.35%	6.23%	5.67%	5.67%
Departmental Total Cost	2,658,724	2,990,361	2,836,830	2,836,830
Departmental Direct Revenue	26,390	19,186	23,500	23,500
Other Revenue	268,451	419,558	351,992	351,992
Cost in Tax Dollars	2,363,883	2,551,617	2,461,338	2,461,338
Estimated Millage	4.51	4.75	4.58	4.49
Total Full Time Employees	35	36	36	36
Cost Per Employee	57,964	59,784	62,962	62,962

**Oconee County, South Carolina
Sheriff (101)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	4,311,228	4,874,444	5,047,035	5,047,035	-
Pay Increase including Fringe					-
Overtime	306,447	357,337	310,000	310,000	-
Social Security	339,949	376,115	409,813	409,813	-
Retirement	750,394	889,172	966,095	966,095	-
Workers Compensation	180,233	178,545	144,612	144,612	-
Health Insurance	775,168	939,340	996,151	996,151	-
Dental	-	48,234	59,950	59,950	-
Vision	-	7,770	10,900	10,900	-
Extra Duty Pay	37,453	71,732	-	-	-
Salary and Wage Totals	6,700,871	7,742,689	7,944,556	7,944,556	-
New Position Salary and Fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	3,028	5,725	9,500	9,500	-
Professional	79,159	159,620	100,000	100,000	-
Data Processing	31,226	57,236	58,000	58,000	-
Copier Click Charges	7,718	9,283	10,000	10,000	-
Medical	5,041	3,005	6,500	6,500	-
Dues: Organizations	6,260	3,110	6,000	6,000	-
Staff Development	24,876	28,582	30,000	30,000	-
Maint. Bldg/Grds-Sheriffs Dept Fire	1,144	-	-	-	-
Electricity	2,282	3,116	3,000	3,000	-
Water/Sewer/Garbage	326	392	500	500	-
Small Equipment	77,049	60,439	35,000	35,000	-
Operational	38,532	38,378	38,000	38,000	-
Postage	1,071	193	600	600	-
Food	3,135	3,902	3,500	3,500	-
IT Replacement Equipment/Software	27,536	18,988	21,000	21,000	-
Uniforms/Clothing	70,181	86,711	90,000	90,000	-
Clothing for Plain Clothes Officers	24,597	26,196	27,900	27,900	-
Firing Range	64,998	77,954	65,000	65,000	-
Sub-Station	3,530	4,001	4,000	4,000	-
Equipment, Capital Expenditures	-	16,933	-	-	-
IT Capital Equipment/Software	40,780	40,780	-	-	-
Vehicles, Capital Expenditures	431,538	463,225	-	-	-
DSS Child Support (Federal)	6,179	4,022	4,500	4,500	-
Helicopter Maintenance	7,638	13,356	8,500	8,500	-
General Gravel Use	-	937	1,000	1,000	-
Vehicle Maintenance	135,069	194,332	130,000	130,000	-
Gasoline	268,590	280,688	300,000	300,000	-
Diesel	545	339	750	750	-
Miscellaneous Grant Match	1,041	660	11,000	11,000	-
Expenditure Totals	1,363,070	1,602,103	964,250	964,250	-
Department Total	8,063,941	9,344,792	8,908,806	8,908,806	-
Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	16.22%	19.47%	17.82%	17.82%	
Departmental Total Cost	8,063,941	9,344,792	8,908,806	8,908,806	
Departmental Direct Revenue	128,050	139,033	110,800	110,800	
Other Revenue	814,214	1,311,107	1,105,399	1,105,399	
Cost in Tax Dollars	7,121,677	7,894,653	7,692,607	7,692,607	
Estimated Millage	13.60	14.68	14.31	14.03	
Total Full Time Employees	96	109	112	112	
Cost Per Employee	69,801	71,034	70,934	70,934	

**Oconee County, South Carolina
Soil and Water Conservation District (716)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	29,039	29,412	31,303	31,303	-
Pay Increase including Fringe					-
Overtime	253	286	-	-	-
Social Security	1,993	2,022	2,395	2,395	-
Retirement	3,967	4,319	4,871	4,871	-
Workers Compensation	628	848	75	75	-
Health Insurance	8,426	7,971	9,139	9,139	-
Dental	-	525	550	550	-
Vision	-	86	100	100	-
Salary and Wage Totals	44,306	45,469	48,433	48,433	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Insurance	1,380	1,585	1,400	1,400	-
Building/Grounds Maintenance	8,470	8,200	10,500	10,500	-
Gas and Fuel Oil - USDA Building	1,558	1,621	1,700	1,700	-
Electricity - USDA Building	4,524	4,496	5,800	5,800	-
Water/Sewer/Garbage	711	722	800	800	-
Coop. Extension Service	10,938	10,938	11,538	11,538	-
Expenditure Total	27,581	27,562	31,738	31,738	-
Department Total	71,887	73,031	80,171	80,171	-

Cost to Serve Analysis	FY 2018	2019	FY 2020	FY 2021	
Percentage of Budget	0.14%	0.15%	0.16%	0.16%	
Departmental Total Cost	71,887	73,031	80,171	80,171	
Departmental Direct Revenue	6,139	6,139	6,139	6,139	
Other Revenue	7,258	10,247	9,948	9,948	
Cost in Tax Dollars	58,490	56,645	64,084	64,084	
Estimated Millage	0.11	0.11	0.12	0.12	
Total Full Time Employees	1	1	1	1	
Cost Per Employee	44,306	45,469	48,433	48,433	

**Oconee County, South Carolina
Solicitor (504)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	496,111	504,272	664,273	664,273	-
Pay Increase including Fringe					-
Social Security	35,140	35,789	50,587	50,587	-
Retirement	68,444	74,900	105,360	105,360	-
Workers Compensation	4,903	4,047	4,187	4,187	-
Health Insurance	101,109	83,593	109,668	109,668	-
Dental	-	5,636	6,600	6,600	-
Vision	-	918	1,200	1,200	-
Salary and Wage Totals	705,707	709,155	941,875	941,875	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Vehicle Maintenance	15	15	500	500	-
Gasoline	-	929	1,000	1,000	-
Expenditure Total	15	944	1,500	1,500	-
Department Total	705,722	710,099	943,375	943,375	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	1.42%	1.48%	1.89%	1.89%	
Departmental Total Cost	705,722	710,099	943,375	943,375	
Departmental Direct Revenue	6,952	3,960	7,576	7,576	
Other Revenue	71,256	99,629	117,053	117,053	
Cost in Tax Dollars	627,513	606,510	818,746	818,746	
Estimated Millage	1.20	1.13	1.52	1.49	
Total Full Time Employees	12	12	12	12	
Cost Per Employee	58,809	59,096	78,490	78,490	

3 Positions were approved by council to be reimbursed by Anderson County Solicitor, therefore are recorded under an accounts receivable asset code as quarterly payments.

**Oconee County, South Carolina
Solid Waste (718)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019- 2020 and FY 2020-2021
Salary and Wages	1,000,520	1,030,164	1,144,993	1,144,993	-
Pay Increase including Fringe					-
Overtime	14,135	15,731	15,000	15,000	-
Social Security	71,846	74,523	88,739	88,739	-
Retirement	137,077	152,609	180,495	180,495	-
Workers Compensation	80,308	72,543	54,703	54,703	-
Health Insurance	303,326	319,836	329,004	329,004	-
Dental	-	16,067	19,800	19,800	-
Vision	-	2,617	3,600	3,600	-
Salary and Wage Totals	1,607,212	1,684,090	1,836,334	1,836,334	-
New Positions includes salary and fringe					
	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	30,386	38,576	60,000	60,000	-
Professional	546,832	469,476	300,000	300,000	-
Equipment Rental	2,223	2,223	2,200	2,200	-
Copier Click Charges	1,236	1,542	1,500	1,500	-
Advertising	9,873	9,762	-	-	-
Dues: Organizations	212	223	430	430	-
Staff Development	844	3,008	3,300	3,300	-
Building/Grounds Maintenance	41,161	17,144	25,000	25,000	-
Electricity	56,401	57,675	58,000	58,000	-
Water/Sewer/Garbage	7,839	7,670	8,500	8,500	-
Safety Equipment	8,720	6,528	9,000	9,000	-
Special Departmental Supplies	-	-	3,500	3,500	-
Small Equipment	6,093	1,510	6,000	6,000	-
Operational	11,592	8,053	12,000	12,000	-
Food	512	214	500	500	-
Uniforms/Clothing	20,561	8,010	12,000	12,000	-
Equipment, Capital Expenditures	134,402	374	-	-	-
Testing Wells	57,341	59,808	68,000	68,000	-
Tipping Fees/MSW Disposal	1,401,456	1,440,200	1,400,000	1,400,000	-
Impact Fees for Tires	85,767	75,619	90,000	90,000	-
Credit Application Fee	-	766	-	-	-
General Gravel Use	5,167	4,884	10,000	10,000	-
Vehicle Maintenance	130,354	173,777	165,000	165,000	-
Gasoline	5,128	6,314	6,000	6,000	-
Diesel	109,994	119,606	100,000	100,000	-
Expenditure Total	2,674,094	2,512,962	2,340,930	2,340,930	-
Department Total	4,281,306	4,197,052	4,177,264	4,177,264	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021	
Percentage of Budget	8.61%	8.75%	8.36%	8.36%	
Departmental Total Cost	4,281,306	4,197,052	4,177,264	4,177,264	
Departmental Direct Revenue	1,608,523	1,588,595	1,339,000	1,339,000	
Other Revenue	432,282	588,861	518,312	518,312	
Cost in Tax Dollars	2,240,501	2,019,596	2,319,952	2,319,952	
Estimated Millage	4.28	3.76	4.32	4.23	
Total Full Time Employees	35	35	35	35	
Cost Per Employee	45,920	48,117	52,467	52,467	

Oconee County, South Carolina
 South Cove Park (204)
 2020-2021 Budget

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	162,318	152,430	171,037	171,037	-
Pay Increase including Fringe					-
Overtime	4,553	5,994	6,000	6,000	-
Social Security	12,149	11,747	13,467	13,467	-
Retirement	22,528	23,222	27,391	27,391	-
Workers Compensation	7,891	6,800	5,572	5,572	-
Health Insurance	42,128	42,757	45,695	45,695	-
Dental	-	1,554	2,750	2,750	-
Vision	-	253	500	500	-
Salary and Wage Totals	251,567	244,757	272,412	272,412	-
New Positions					
Office Manager	-	-	45,738	-	(45,738)
New Position Total	-	-	45,738	-	(45,738)
Equipment Maintenance	5	917	1,000	1,000	-
Professional	55,788	58,013	45,447	45,447	-
Equipment Rental	443	1,732	1,000	1,000	-
Telecommunications	600	200	600	600	-
Advertising	101	75	-	-	-
Rent	(376)	-	-	-	-
Staff Development	975	2,623	1,000	1,000	-
Building/Grounds Maintenance	36,364	38,055	36,000	36,000	-
Gas and Fuel Oil	1,860	1,132	1,750	1,750	-
Electricity	54,039	61,375	43,000	43,000	-
Water/Sewer/Garbage	3,278	3,519	4,100	4,100	-
Small Equipment	8,817	8,949	3,150	3,150	-
Operational	22,097	22,866	21,266	21,266	-
Food	247	309	250	250	-
Uniforms/Clothing	3,075	4,012	3,500	3,500	-
Concessions	33,697	30,597	35,000	35,000	-
Buildings, Capital Expenditures	6,344	-	-	-	-
Vehicles/Equipment, Capital Expenditures	-	28,274	-	-	-
Diesel	63	-	-	-	-
Expenditure Total	227,417	262,648	197,063	197,063	-
Department Total	478,985	507,405	515,213	469,475	(45,738)

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.96%	1.06%	1.03%	0.94%
Departmental Total Cost	478,985	507,405	515,213	469,475
Departmental Direct Revenue	316,149	344,267	300,000	300,000
Other Revenue	48,363	71,191	63,927	58,252
Cost in Tax Dollars	114,473	91,947	151,286	111,223
Estimated Millage	0.22	0.17	0.28	0.20
Total Full Time Employees	5	5	5	5
Cost Per Employee	50,313	48,951	63,630	54,482

Oconee County, South Carolina
 Treasurer (306)
 2020-2021 Budget

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	229,941	234,449	251,344	251,344	-
Pay Increase including Fringe					-
Overtime	176	439	1,000	1,000	-
Social Security	16,385	16,953	19,304	19,304	-
Retirement	31,269	34,225	39,265	39,265	-
Workers Compensation	1,758	756	2,815	2,815	-
Health Insurance	42,129	45,108	54,834	54,834	-
Dental	-	2,161	3,300	3,300	-
Vision	-	352	600	600	-
Salary and Wage Totals	321,658	334,443	372,462	372,462	-
New Positions					
Restore funding for cut position	-	-	40,893	-	(40,893)
New Position Total	-	-	40,893	-	(40,893)
Travel	128	808	800	800	-
Professional	65,755	43,156	54,000	54,000	-
Data Processing	24,401	25,767	41,800	41,800	-
Telecommunications	120	1,440	1,440	1,440	-
Copier Click Charges	429	480	1,290	1,290	-
Advertising	212	212	260	260	-
Dues: Organizations	225	150	225	225	-
Staff Development	3,022	3,572	5,000	5,000	-
Small Equipment	2,275	170	1,300	1,300	-
Operational	10,597	9,026	12,500	12,500	-
Postage	75,831	60,342	76,500	76,500	-
IT Replacement Equipment/Software	231	3,402	3,870	3,870	-
Cap Departmental Paving	11,987	-	-	-	-
Vehicle Maintenance	939	286	1,100	1,100	-
Gasoline	1,053	974	1,275	1,275	-
Expenditure Total	197,205	149,785	201,360	201,360	-
Department Total	518,864	484,228	614,715	573,822	(40,893)

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	1.04%	1.01%	1.23%	1.15%
Departmental Total Cost	518,864	484,228	614,715	573,822
Departmental Direct Revenue	66,533	66,846	65,000	65,000
Other Revenue	52,389	67,939	76,273	71,199
Cost in Tax Dollars	399,941	349,443	473,442	437,623
Estimated Millage	0.76	0.65	0.88	0.80
Total Full Time Employees	5	5	6	6
Cost Per Employee	64,332	66,889	68,893	62,077

**Oconee County, South Carolina
Vehicle Maintenance (721)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	509,361	507,375	541,878	541,878	-
Pay Increase including Fringe					-
Overtime	2,707	4,570	5,000	5,000	-
Social Security	36,972	37,055	41,836	41,836	-
Retirement	69,391	74,494	85,094	85,094	-
Workers Compensation	26,331	23,370	18,493	18,493	-
Health Insurance	117,960	129,772	127,946	127,946	-
Dental	-	7,090	7,700	7,700	-
Vision	-	1,155	1,400	1,400	-
Salary and Wage Totals	762,722	784,881	829,347	829,347	-
New Positions					
Reclass Savings	-	-	-	-	-
New Position Total	-	-	-	-	-
Equipment Maintenance	3,905	1,518	4,000	4,000	-
Data Processing	4,407	6,944	5,800	5,800	-
Copier Click Charges	1,090	1,268	1,500	1,500	-
Dues: Organizations	100	100	150	150	-
Staff Development	2,581	2,528	3,500	3,500	-
Building/Grounds Maintenance	4,144	5,343	5,500	5,500	-
Gas and Fuel Oil	3,265	3,399	4,000	4,000	-
Electricity	12,188	11,825	13,500	13,500	-
Water/Sewer/Garbage	1,398	2,443	1,700	1,700	-
Safety Equipment	3,060	2,731	3,000	3,000	-
Small Equipment	12,288	16,357	19,000	19,000	-
Operational	10,934	10,915	11,500	11,500	-
Postage	26	14	250	250	-
Food	263	296	350	350	-
Uniforms/Clothing	3,910	3,805	4,200	4,200	-
Vehicles/Equipment, Capital Expenditures	7,995	-	-	-	-
Vehicle Maintenance - Vehicle Maintenance	5,436	5,791	7,000	7,000	-
Gasoline - Vehicle Maintenance	9,598	10,463	10,000	10,000	-
Diesel - Vehicle Maintenance	112	216	500	500	-
Expenditure Total	86,700	85,956	95,450	95,450	-
Department Total	849,422	870,837	924,797	924,797	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	1.71%	1.81%	1.85%	1.85%
Departmental Total Cost	849,422	870,837	924,797	924,797
Departmental Direct Revenue	1,127	933	1,650	1,650
Other Revenue	85,766	122,181	114,748	114,748
Cost in Tax Dollars	762,529	747,723	808,399	808,399
Estimated Millage	1.46	1.39	1.50	1.47
Total Full Time Employees	14	14	14	14
Cost Per Employee	54,480	56,063	59,239	59,239

**Oconee County, South Carolina
Veterans' Affairs (404)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	139,780	121,657	127,684	127,684	-
Pay Increase including Fringe					-
Overtime	47	-	750	750	-
Social Security	10,151	8,616	9,825	9,825	-
Retirement	19,030	17,697	19,984	19,984	-
Workers Compensation	2,316	2,029	1,578	1,578	-
Health Insurance	25,277	26,277	27,417	27,417	-
Dental	-	525	1,650	1,650	-
Vision	-	86	300	300	-
Salary and Wage Totals	196,601	176,887	189,188	189,188	-
New Positions					
Reclass Sec I to Sec III	-	-	-	-	-
New Position Total	-	-	-	-	-
Professional	882	1,182	1,350	1,350	-
Data Processing	-	734			-
Copier Click Charges	2,016	1,051	2,500	2,500	-
Advertising	3,000	-	-	-	-
Dues: Organizations	25	25	60	60	-
Staff Development	-	-	150	150	-
Small Equipment	371	445	500	500	-
Operational	2,939	5,069	3,200	3,200	-
Food	296	230	500	500	-
Expenditure Total	9,529	8,736	8,260	8,260	-
Department Total	206,130	185,623	197,448	197,448	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.41%	0.39%	0.39%	0.39%
Departmental Total Cost	206,130	185,623	197,448	197,448
Departmental Direct Revenue	-	23,950	7,500	7,500
Other Revenue	20,813	26,044	24,499	24,499
Cost in Tax Dollars	185,317	135,629	165,449	165,449
Estimated Millage	0.35	0.25	0.31	0.30
Total Full Time Employees	3	3	3	3
Cost Per Employee	65,534	58,962	63,063	63,063

**Oconee County, South Carolina
Voter Registration and Elections (715)
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Salary and Wages	144,086	124,878	138,978	138,978	-
Pay Increase including Fringe					-
Overtime	205	-	-	-	-
Social Security	6,871	8,722	10,655	10,655	-
Retirement	13,036	17,764	21,672	21,672	-
Workers Compensation	582	607	334	334	-
Health Insurance	16,851	16,933	18,278	18,278	-
Dental	-	1,071	1,100	1,100	-
Vision	-	174	200	200	-
Poll Workers	2,125	31,977	6,000	6,000	-
Salary and Wage Totals	183,756	202,126	197,217	197,217	-
New Positions	-	-	-	-	-
New Position Total	-	-	-	-	-
Travel	930	1,223	1,500	1,500	-
Equipment Maintenance	13,327	12,405	13,500	13,500	-
Professional	6,284	16,972	7,500	7,500	-
Telecommunications	485	780	1,440	1,440	-
Data Processing	13,535	13,535	15,000	15,000	-
Coper Click Charges	966	965	1,300	1,300	-
Advertising SC Elect Reimb	1,888	704	-	-	-
Dues: Organizations	240	350	350	350	-
Staff Development	2,055	5,114	5,000	5,000	-
Small Equipment	6,033	714	800	800	-
Operational	6,165	6,643	6,000	6,000	-
Operational - SC Elect Reimb	3,703	4,405	-	-	-
Postage	-	68	75	75	-
Postage - SC Elect Reimb	16	-	-	-	-
Equipment/Software	3,710	-	-	-	-
Expenditure Total	59,337	63,878	52,465	52,465	-
Department Total	243,092	266,004	249,682	249,682	-

Cost to Serve Analysis	FY 2018	FY 2019	FY 2020	FY 2021
Percentage of Budget	0.49%	0.55%	0.50%	0.50%
Departmental Total Cost	243,092	266,004	249,682	249,682
Departmental Direct Revenue	1,575	83,536	1,576	1,576
Other Revenue	24,545	37,321	30,980	30,980
Cost in Tax Dollars	216,972	145,147	217,126	217,126
Estimated Millage	0.41	0.27	0.40	0.40
Total Full Time Employees	2	2	2	2
Cost Per Employee	91,878	101,063	98,609	98,609

**Oconee County, South Carolina
Other Financing Uses
2020-2021 Budget**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Budget as of 2nd Reading 06/11/2020	Increase / (Decrease) between FY 2019-2020 and FY 2020-2021
Transfer To Capital Projects Fund	66,500	119,216	-	-	-
Transfer To Sheriff's Victim Services 210 Fund	95,000	50,000	85,000	85,000	-
Transfer To Solicitor's Victim Services 215 Fund	30,000	30,000	55,000	55,000	-
Transfer To Duke Energy FNF Spec Rev Fund 255	750	-	-	-	-
Transfer to Capital Equipment - Vehicle Fund	-	-	275,000	-	(275,000)
Transfer to FOCUS - 515 Fund	2,940,828	-	-	-	-
Total Other Financing Uses	3,133,078	199,216	415,000	140,000	(275,000)

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
	Per Map	\$1.50	\$1.50
Noise Ordinance Permit Fee	Per Event	\$50.00	\$50.00
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$25 - \$125	\$25 - \$125
Cat Adoption Fee	Per Cat	\$25 - \$125	\$25 - \$125
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee	10 Days	\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Boarding Fee - Large Animal	Per Day	\$20.00	\$20.00
Vaccine(s) - Misc	Per Vaccine	\$10.00	\$10.00
Dewormed - Misc		\$10.00	\$10.00
Heartworm Test - Misc		\$10.00	\$10.00
Microchip Fee - Misc New 2021			\$15.00
Airport			
T-Hanger Rental Rates	Per Month	\$160.00	\$160.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$235.00	\$235.00
New T-Hangars E (8)	Per Month	\$270.00	\$270.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$0.00	\$0.00
After Hour Callout Fee - With purchase of fuel	Minimum of 100 gallons	\$150.00	\$150.00
After Hour Callout Fee - No purchase of fuel	Per Callout	\$250.00	\$250.00
GPU (Ground Power Unit)	Per Hour	\$50.00	\$50.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 200 gallons or more	\$0.10 reduction for 200 gallons or more

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Building Codes			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee		\$40.00	\$50.00
Manufactured Home Moving Permit		\$20.00	\$40.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$100.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$75.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$6.00
Maps - 24 X 36	Each	\$7.00	\$8.00
Maps - 36 X 48	Each	\$8.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$35.00
Clerk of Court			
Certified Copies		\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Printouts for Family Court		.50 per page	.50 per page
Certified Printouts		\$5.00	\$5.00
Exemplified copies of orders	Per Document	\$10.00	\$10.00
Family Court Divorce Packets	Per Packet	\$27.00	\$27.00
All other fees are state mandated			

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Planning			
Sign Fees			
Less Than 50 Square Feet		No Fee	No Fee
On Premise signs		\$150.00	\$150.00
Billboard - off premise sign	New FY 2021		\$250.00
Billboard I-85	New FY 2021		\$500.00
Basic Plat Review - per parcel		\$25.00	\$25.00
Subdivisions with creation of new parcels for recording			
2-10 New Parcels	Per Parcel	\$25.00	\$25.00
11+ New Parcels		\$250 + \$15 Per Parcel	\$250 + \$15 Per Parcel
Subdivisions NOT involving creation of new parcels for recording			
2-10 Dwelling Units	Per Unit	\$50.00	\$50.00
11+ Dwelling Units		\$1,000 + \$50 Per Unit	\$1,000 + \$50 Per Unit
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Fee -	Annual Fee	\$1,000.00	\$1,000.00
Wi-Fi Tower -		\$250.00	\$500.00
Group Homes		\$50.00	\$300.00
Sexually Oriented Business	Annual Fee	\$1,000.00	\$2,500.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$50.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$50.00
Appeals, Variances, and Special Exception Application Fee		\$200.00	\$250.00
Zoning Permit Fee		\$25.00	\$25.00
Vegetation Removal Fee Application		\$100.00	\$100.00
Development within the Vegetation	Per Project		\$100.00
County Council			
Audio CD	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery) New for 2016		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery) New for 2016		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$0.50	\$0.50
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$20.00	\$20.00
<i>* Not charged to patrons from Anderson and Pickens Counties who are in good Standing.</i>			
Assessor			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery) New for 2016		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery) New for 2016		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$3.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass-Calendar Year (Commercial Use)	Per Boat and/or Trailer	\$100.00	\$100.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		FREE	FREE
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
<i>All campers must have current license plates. No site may be occupied for more than thirty (30) days.</i>			
Building Reservations (All Parks)			
<i>Moving to full day rentals only, except Chau Ram</i>			
Recreation Building - 1 to 100 People	Full Day Only	\$100.00	\$100.00
Recreation Building - 101 to 200 People	Full Day Only	\$200.00	\$200.00
Recreation Building - 201 to 300 People	Full Day Only	Must Call to set up	Must Call to set up
Recreation Building - 301 or More People	Full Day Only	Must Call to set up	Must Call to set up
Picnic Shelters			
Chau Ram Park			
Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$20.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
South Cove Park			
Pavilion	Full Day Only	\$75.00	\$75.00
High Falls Park			
Patio Deck-Max Number of 100 People	Full Day Only	\$75.00	\$75.00
Point Shelter Max Number of 70 People	Full Day Only	\$75.00	\$75.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Parks, Recreation and Tourism			
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 to 150 People	1/2 Day	\$150.00	\$150.00
101 to 150 People	Full Day	\$300.00	\$300.00
151 to 200 People	1/2 Day	\$175.00	\$175.00
151 to 200 People	Full Day	\$350.00	\$350.00
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Non-Camper Dump Fee To Use Dump Station	Per Use	\$5.00	\$5.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$60.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$100.00
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$150.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation Is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Oconee County Resident		\$25.00	\$25.00
Marriage Ceremony Fee - Out of County Resident		\$25.00	\$25.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$30.00	\$30.00
Marriage License Fee - (Total Cost) - Out of County Resident		\$45.00	\$75.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Notice to Creditor - Daily Journal		\$225.00	\$225.00
Affidavit of NTC Ad		\$5.00	\$5.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
Rock Quarry			
Rock Sales		Price per ton	
# 1 Crusher Run 1 1/2"		\$11.60	\$11.60
# 2 Crusher Run (Sap Rock)		\$9.35	\$9.35
# 3 Surge 2" x 3"		\$12.85	\$13.35
# 4 Screenings		\$6.10	\$6.60
# 5 57: 1"		\$12.60	\$13.10
# 6 789: 3/8" x 1/2"		\$12.10	\$12.60
# 7 Class A Rip Rap 4" x 8"		\$14.35	\$14.85
# 8 Class B Rip Rap 9" x 15"		\$14.60	\$15.10
# 9 Asphalt Sand		\$9.85	\$10.35
# 11 6M 3/8" x 1"		\$10.35	\$10.35
#13 Class E Rip Rap (Boulders Larger than 27")		\$19.85	\$20.35
#14 Flat Boulders		\$22.85	\$23.35
#15 Class C Rip Rap 15" x 21"		\$14.85	\$15.35
#16 Class D Rip Rap 21 1/2" x 27"		\$15.10	\$15.60
#17 Dirt Sales per Ton		\$1.00	\$1.00
Credit			
Credit Application Fee		\$60.00	\$60.00
* Quarry Manager may substitute one product, close in scale, for another due to availabilities.			
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notice	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Solid Waste			
MSW Transfer Station Tipping Fee- House-Hold	Per Ton	\$50.00	\$50.00
MSW Transfer Station Tipping Fee - Commercial	Per Ton		\$60.00
C and D Landfill Tipping Fee (Rate was last set in 2008.)	Per Ton	\$30.00	\$30.00
Mulch	Per Scoop	\$10.60	\$10.60
Railroad Ties	Per Ton	\$55.00	\$55.00
Asbestos	Per Ton	\$85.00	\$85.00
Solid Waste License's			
Commercial/Industrial	Per Entity	\$100.00	\$100.00
Residential	Per Entity	\$40.00	\$40.00
Combined	Per Entity	\$120.00	\$125.00
Miscellaneous			
Truck Decal	Each	\$5.00	\$5.00
Credit			
Credit Application Fee		\$60.00	\$60.00
Billing Late Fee after 15 day grace period		3%	3%
Solicitor			
Worthless Check Fee		\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01	\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

Oconee County, South Carolina
Emergency Services Protection District Special Revenue Fund
2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	2.9	2.9	2.9	2.9	2.9	2.9
Revenues						
Emergency Services Protection District Millage	1,460,097	1,485,135	1,509,945	1,512,019	1,500,000	1,512,000
Total Revenues	1,460,097	1,485,135	1,509,945	1,512,019	1,500,000	1,512,000
Expenditures						
Equipment Maintenance	29,590	52,183	116,948	63,704	46,000	56,000
Telecommunication	9,100	9,132	9,026	8,843	10,000	10,000
Maintenance Bldg Grounds	-	-	6	-	500	500
Gas and Fuel Oil	3,099	3,159	5,602	3,661	4,000	4,000
Electricity	4,474	6,405	8,893	10,642	8,000	8,000
Water/Sewer/Garbage	1,506	1,637	1,767	1,505	3,500	3,500
Small Equipment	353,979	313,743	-	-	8,000	10,000
Operation - Pickett Post	-	-	-	3,278	-	-
Buildings, Capital Exp	512,072	14,771	171,171	9,205	-	-
Land, Capital Exp	25,765	-	-	-	-	-
Vehicles, Capital Exp	15,540	-	28,192	-	-	-
Fire Trucks, Capital Exp	226,500	195,772	-	-	-	-
Grant to Independent Agencies/Basic Station Exp	859,750	871,000	1,131,625	1,149,119	1,215,000	1,155,000
Volunteer Compensation	136,309	159,151	242,216	218,250	205,000	200,000
Total Department 107	2,177,684	1,626,954	1,715,446	1,468,207	1,500,000	1,447,000
Other Financing Sources						
Insurance Recoveries	-	-	-	-	-	-
Change in Fund Balance	(717,587)	(141,819)	(205,501)	43,812	-	65,000
Beginning Fund Balance	1,342,000	624,413	482,594	277,093	320,905	320,905
Ending Fund Balance	624,413	482,594	277,093	320,905	320,905	385,905

Oconee County, South Carolina
Sheriffs Victims Services Special Revenue Fund (210)
2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Revenues						
Assessments	29,671	49,718	32,707	30,807	31,000	30,000
Surcharges	27,278	89,440	22,943	23,163	26,000	24,000
General Fund Transfer	70,000	107,000	95,000	50,000	85,000	72,000
Total Revenues	126,949	246,158	150,650	103,970	142,000	126,000
Expenditures						
Salaries and Fringe	145,162	151,094	159,090	154,817	152,541	123,336
Pay Increase including Fringe						
Total Expenditures	145,162	151,094	159,090	154,817	152,541	123,336
Change in Fund Balance	(18,213)	95,064	(8,440)	(50,847)	(10,541)	2,664
Beginning Fund Balance	(4,315)	(22,528)	72,536	64,096	13,249	2,708
Ending Fund Balance	(22,528)	72,536	64,096	13,249	2,708	5,372

Oconee County, South Carolina
Solicitor's Victims Services Special Revenue Fund (215)
2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Revenues						
Assessments	8,802	3,144	4,718	2,214	3,000	3,000
Surcharges	36,818	32,332	18,806	22,182	20,000	20,000
General Fund Transfer	13,000	38,000	30,000	30,000	55,000	52,000
Total Revenues	58,620	73,476	53,524	54,396	78,000	75,000
Expenditures						
Salaries and Fringe	64,536	67,499	71,349	68,106	70,698	74,319
Pay Increase including Fringe						
	64,536	67,499	71,349	68,106	70,698	74,319
Change in Fund Balance	(5,916)	5,977	(17,825)	(13,710)	7,302	681
Beginning Fund Balance	25,695	19,779	25,756	7,931	(5,779)	1,523
Ending Fund Balance	19,779	25,756	7,931	(5,779)	1,523	2,204

**Oconee County, South Carolina
911 Communications Special Revenue Fund (225)
2020-2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Revenues						
AT&T E-911 Surcharge Taxes	186,885	171,223	143,119	148,834	160,000	160,000
Competitive Local Exchange Carrier Taxes	145,286	131,964	44,427	67,552	60,000	60,000
State Wireless Funding	81,005	87,019	73,094	142,585	70,000	70,000
Budget and Control Board Funding	507,950	243,492	186,026	328,230	200,000	200,000
Total Revenues	921,126	633,698	446,666	687,201	490,000	490,000
Travel	-	-	-	351	-	1,000
Equipment Maintenance	111,628	418,674	264,946	230,299	600,000	300,000
Telecommunications	109,546	108,542	107,669	100,016	150,000	150,000
Data Processing	-	-	-	20,757	-	50,000
Staff Development	9,659	4,718	14,278	7,294	7,000	7,000
Small Capital	21,454	10,703	911	10,312	10,000	20,000
Operational	3,042	5,214	925	1,922	6,000	6,000
Non-Cap IT Eq/Software	4,775	-	3,481	-	-	20,000
Equipment, Capital Expenditure	13,837	398,242	48,530	-	200,000	200,000
IT Equip, Capital Expenditure	-	54,783	49,160	67,019	-	200,000
Grant to Indep Agency	19,916	3,559	8,184	-	30,000	30,000
Total Expenditures	293,857	1,004,435	498,084	437,970	1,003,000	984,000
Change in Fund Balance	627,269	(370,737)	(51,418)	249,231	(513,000)	(494,000)
Beginning Fund Balance	1,087,122	1,714,391	1,343,654	1,292,236	1,541,467	1,028,467
Ending Fund Balance	1,714,391	1,343,654	1,292,236	1,541,467	1,028,467	534,467

Oconee County, South Carolina
Tri-County Technical College Special Revenue Fund (250)
2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	2.1	2.1	3.0	3.0	3.0	3.0
Tri-County Technical College	1,168,539	1,188,222	1,689,571	1,729,564	1,670,000	1,700,000
Total Revenues	1,168,539	1,188,222	1,689,571	1,729,564	1,670,000	1,700,000
Expenditures						
Pendleton Upgrade	-	-	445,813	486,900	485,200	484,000
County Contribution	1,086,000	1,066,000	1,066,687	1,103,500	1,100,000	1,120,000
Total Expenditures	1,086,000	1,066,000	1,512,500	1,590,400	1,585,200	1,604,000
Transfer to General Fund	(700,000)	-	-	-	-	-
Change in Fund Balance	(617,461)	122,222	177,071	139,164	84,800	96,000
Beginning Fund Balance	1,044,835	427,374	549,596	726,667	865,831	950,631
Ending Fund Balance	427,374	549,596	726,667	865,831	950,631	1,046,631

**Oconee County, South Carolina
Road Maintenance Millage - 2.1 (Fund 260)
2020-2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	2.1	2.1	2.1	2.1	2.1	2.1
Road Maintenance Millage	1,169,544	1,182,452	1,200,185	1,209,727	1,171,920	1,171,920
National Forestry Title I	192,692	222,557	177,812	161,947	220,000	220,000
Interest	-	-	-	-	-	-
Total Revenues	1,362,236	1,405,009	1,377,997	1,371,674	1,391,920	1,391,920
New Positions						
Equipment Operator II	-	-	-	-	-	-
New Position Total	-	-	-	-	-	-

Expenditures						
Professional - Road Inventory	278,439	768,167	32,641	33,012	40,000	40,000
Maintenance / Repair Road Paving	88,348	-	-	10,633	-	-
Gravel Use	183,083	169,422	212,832	265,967	200,000	250,000
Operational	144,154	145,189	148,852	191,093	210,000	210,000
Road Paving	412,076	63,937	-	-	800,000	1,800,000
Site Prep	-	17,536	-	-	-	-
Interfund Transfer Out - 013	-	-	-	6,715		
Capital Land	-	-	-	4,317		
National Forestry	-	-	-	-	220,000	220,000
Total Expenditures	1,106,100	1,164,251	394,325	511,737	1,470,000	2,520,000
Change in Fund Balance	256,136	240,758	983,672	859,937	(78,080)	(1,128,080)
Beginning Fund Balance	779,338	1,035,474	1,276,232	2,259,904	3,119,841	3,041,761
Ending Fund Balance	1,035,474	1,276,232	2,259,904	3,119,841	3,041,761	1,913,681

**Oconee County, South Carolina
Economic Development Capital Projects Fund
2020-2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	2.2	2.2	1.1	1.1	2.4	2.4
Economic Development Millage	1,220,620	1,240,254	664,252	633,820	1,327,873	1,327,873
FILOT	-	-	6,989	416,273	500,000	500,000
Timber Sales	158,645	-	-	-	-	-
Utility Tax Credits	50,000	100,000	40,792	200,000	-	-
Site Certification Reimbursement	69,184	-	-	-	-	-
Destination Oconee	-	50,821	-	-	-	-
Interest Earnings	821	20,694	18,667	16,323	-	-
Misc Income	6,549	6,080	-	-	-	-
State Grants						
RIA	-	-	-	500,000	-	-
SCDOC Grant	-	-	105,000	-	-	-
Misc State Grant	-	49,500	-	-	-	-
Federal Grants						
ARC - Walhalla High School Sewer	-	-	-	-	-	-
ARC Grant	-	279,759	-	-	-	-
ARC Grant GCCP Pump Station	310,608	-	-	-	-	-
EPA Grant GCCP Pump Station	220,241	174,392	-	-	-	-
Total Economic Development Financing Sources	2,036,668	1,921,500	835,700	1,766,416	1,827,873	1,827,873
General						
Professional	871	4,201	32,217	9,056	-	-
Electrical	-	7,789	8,264	8,269	-	-
Capital Pump Station Local Funds	837,065	534,964	-	-	-	-
OJRSA Annual SWAG Payment	-	1,900,000	-	-	-	-
Land Transfer to Company	-	-	551,092	-	-	-
Land Transfer to Company	-	-	2,380,835	-	-	-
Building Transfer to Company	-	-	477,355	-	-	-
Site Transfer to Company	-	-	553	-	-	-
Capital Building	-	-	-	-	-	-
Diesel	-	-	22,225	351	-	-
Misc (Gravel, Depreciation, etc.)	-	-	-	114,380	1,827,873	1,827,873
Palmetto Conservation Foundation (00028)	-	-	75,000	-	-	-
Destination Oconee Grant (00044)	24,500	75,821	-	16,980	-	-
CASTO (00047)	600,000	-	-	-	-	-
GCCP Sewer South (00059)	18,910	29,051	-	-	-	-
GCCP Southern Entrance (00060)	11,000	-	-	-	-	-
OITP - Proj North (00068)	22,100	-	523,690	10,796	-	-
2016 A GO Bond (00857)	-	343,553	361,679	-	-	-
2016 B GO Bond (00858)	-	1,344,216	1,422,434	69,985	-	-
OITP Road B (60015)	-	-	-	700	-	-
OITP RIA Grant (90114)	-	-	-	178,550	-	-
GCCP - Phase I Site Improvement (00080)	49,398	2,339	-	-	-	-
Walhalla High School Sewer (00087)	-	-	-	-	-	-
Seneca Rail (00088)	11,000	-	-	5,989	-	-
BREC Contribution	-	-	66,066	22,870	-	-
Oconee Alliance Contribution	-	-	355	477	-	-
SCDOC Grant	-	-	105,000	-	-	-
EPA Grant - GCCP Pump Station (00159)	310,608	174,392	-	-	-	-
Smith Land Acq Project (00170)	10,000	1,888	1,144	-	-	-

Oconee County, South Carolina
Economic Development Capital Projects Fund
2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
ARC Grant - GCCP Pump Station (00259)	232,728	267,272	-		-	-
Sewer System Agreement DP (20246)	100,000	100,000	100,000		-	-
Timber Sales (60014)	20,865	-	-		-	-
Cap Buildings Chau Ram (92052)	-	-	-	2,727	-	-
OJRSA-Fair Play (00311)	-	-	-	296	-	-
OJRSA-Fair Play (00312)	-	-	-	14,743	-	-
GCCP Sign (91450)	-	-	-		-	-
Total Expenditures	2,249,045	4,785,486	6,127,909	456,169	1,827,873	1,827,873
Excess (Deficiency) of Revenues over Expenditures	(212,377)	(2,863,986)	(5,292,209)	1,310,247	-	-
Other Financing Sources						
Transfer From General Fund	-	-	-	-	-	-
Transfer From Special Revenue (013)	-	-	-	22,224	-	-
2016B GO Bond Proceeds	-	3,300,000	-	-	-	-
Sale of Capital Assets	105,000	-	-	-	-	-
Other Financing Uses						
Transfer to General Fund	-	(540,000)	-	-	-	-
Transfer to Debt Service Fund	-	(719,354)	-	-	-	-
Fund Balance Subsequent Year's Roll Forward	-	-	-	-	-	-
Grant to Salem Water Line	-	-	-	-	-	(210,000)
Grant to City of Walhalla - Walhalla-Westminster Interconnection Water Project - \$71,000 approved, paid \$35,000 in FY 2020	-	-	-	-	-	(36,000)
Destination	-	-	-	-	-	-
Sewer/OJRSA	-	-	-	-	-	(500,000)
Change in Fund Balance	\$ (107,377)	\$ (823,340)	\$ (5,292,209)	\$ 1,332,471	\$ -	\$ (746,000)
Beginning Fund Balance	9,139,971	9,032,594	8,209,254	2,917,045	4,249,515	4,249,515
Ending Fund Balance	\$ 9,032,594	\$ 8,209,254	\$ 2,917,045	\$ 4,249,515	\$ 4,249,515	\$ 3,503,515

**Oconee County, South Carolina
Bridges and Culverts Capital Projects Fund
2020-2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	1	1	1	1	1	1
Bridges and Culverts Millage	550,374	564,261	576,243	571,734	550,000	550,000
National Forestry Funds	-	-	-	-	-	-
Transfers From General Fund	-	-	-	-	-	-
Transfers From Capital Projects Fund	-	-	-	-	-	-
Transfers From Rock Quarry Fund	-	-	-	-	-	-
Total Bridges and Culverts Financing Sources	550,374	564,261	576,243	571,734	550,000	550,000
Bridges and Culverts Expenditures and Financing Uses:						
Maintenance / Repair	21,626	172,836	56,397	65,039	550,000	550,000
Cobb Bridge Repairs	-	-	-	-	-	-
Mauldin Mill	487,438	-	-	-	-	-
Lake Cherokee Bridge	-	-	-	-	-	600,000
Hesse HWY	-	-	-	-	-	-
Lands Bridge	149,814	-	-	-	-	-
Lonely Road	121,452	-	-	-	-	-
George Todd Road	10,268	-	-	-	-	-
Amanda Way	14,058	-	-	-	-	-
Alberts Road	35,419	-	480	-	-	-
Total Bridges and Culverts Expenditures and Financing Uses	840,075	172,836	56,877	65,039	550,000	1,150,000
Net Fund Balance	(289,701)	391,425	519,366	506,695	-	(600,000)
Beginning Fund Balance	3,211,598	2,921,897	3,313,322	3,832,688	4,339,383	4,339,383
Ending Fund Balance	2,921,897	3,313,322	3,832,688	4,339,383	4,339,383	3,739,383

**Oconee County, South Carolina
Capital Equipment and Vehicle Capital Projects Fund
2020-2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills					2.0	2.0
Capital Equip/Vehicle Millage					1,096,728	1,096,728
Insurance Proceeds for Capital					50,000	50,000
Sale of Capital Assets					50,000	50,000
Transfer from General Capital Projects Fund					129,223	-
Transfer from General Fund					275,000	-
Total Capital Equipment & Vehicle Financing Sources					1,600,951	1,196,728
Capital Equip/Vehicle Expenditures and Financing Uses:						
Capital Equipment - Vehicle					1,600,951	1,196,728
Total Capital Equipment & Vehicle Financing Sources					1,600,951	1,196,728
Net Fund Balance					-	-
Beginning Fund Balance					-	-
Ending Fund Balance					-	-

Oconee County, South Carolina
 Rock Quarry Enterprise Fund
 2020-2021 Budget

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Operating Revenues						
Customer Sales	5,020,500	5,231,194	5,868,823	6,103,707	6,685,075	6,755,000
Bond Proceeds	-	-	-	-	-	-
Miscellaneous	6,961	426	6,248	137,157	5,500	5,000
Total Revenues	5,027,461	5,231,620	5,875,071	6,240,864	6,690,575	6,760,000
Operating Expenses						
Salary and Wages	706,443	758,920	810,994	853,579	843,663	703,340
New Position	-	-	-	-	-	50,000
Pay Increase including Fringe						
Overtime	100,936	89,034	99,157	90,749	40,000	75,000
Social Security	57,371	59,615	64,437	69,223	67,600	69,543
Retirement	88,316	95,384	121,392	139,318	137,498	128,893
Workers Compensation	20,649	23,560	45,505	47,305	37,204	32,770
Health Insurance	197,672	222,846	264,895	193,951	173,641	164,502
Dental	8,848	9,252	1,672	-	-	9,900
Vision	1,441	1,507	272	-	-	1,800
GASB 68 Pension Expense	33,258	47,379	61,702	(111,468)	50,000	-
Salary and Wage Totals	1,214,934	1,307,497	1,470,026	1,282,657	1,349,606	1,235,748
Equipment Maintenance	425,771	326,098	260,224	166,736	290,000	525,000
Professional	2,769	11,920	70,560	45,247	6,450	125,000
Equipment Rental	15,465	10,807	17,803	37,024	17,350	25,000
Blasting	445,274	486,663	602,789	581,419	750,000	800,000
Telecommunications	2,787	2,734	2,830	2,908	3,825	-
Data Processing	996	2,649	2,094	2,394	2,755	3,800
Copier Click Charges	2,090	1,669	1,388	1,599	1,650	1,590
Insurance - Property and Liability	8,193	25,860	27,387	36,624	60,000	60,000
Advertising	336	336	318	317	-	-
Bonds	-	200	-	-	200	-
Staff Development	2,082	1,387	5,971	474	10,375	10,200
Special Departmental Supplies	2,964	3,496	3,500	2,684	3,600	400
Building/Grounds Maintenance	6,742	7,974	7,700	3,813	8,350	10,000
Gas and Fuel Oil	389	11	500	359	500	500
Electricity	105,461	114,526	127,371	125,407	140,000	140,000
Water/Sewer/Garbage	1,922	1,217	1,233	1,404	2,000	3,000
Safety Equipment	5,311	6,087	5,379	5,132	5,450	6,000
Small Equipment	5,237	18,490	7,108	5,969	10,000	6,000
Operational	20,386	24,472	23,308	23,803	25,000	25,000
Food	1,000	1,256	1,177	1,578	1,500	2,000
Equipment/Software	4,325	4,114	1,090	4,855	2,600	3,000
Uniforms/Clothing	6,310	4,708	7,030	5,809	6,400	9,000
Equipment Replacement	-	-	-	-	700,000	470,000
Capital Land	-	-	-	-	400,000	410,000
Credit Application Fee	1,422	1,426	841	791	1,000	1,000
Vehicle Maintenance	325,604	218,430	272,716	322,738	300,000	50,000
Gasoline	6,999	8,474	9,699	9,475	12,000	12,000
Diesel	153,018	173,823	224,056	226,377	300,000	413,000
Loss on Sale of Capital Asset	-	-	-	38,174	-	-
Depreciation Expense	364,538	347,312	354,636	390,296	690,010	690,010
Depletion Expense	6,901	6,882	6,882	6,882	10,000	10,000
Total Operating Expenses	3,139,226	3,120,518	3,515,616	3,332,945	5,110,621	5,047,248
Net Operating Income (Loss)	1,888,235	2,111,102	2,359,455	2,907,919	1,579,954	1,712,752
Transfer To General Fund	(502,000)	(500,000)	(500,000)	(500,000)	(750,000)	(750,000)
Plant Upgrade	-	-	-	-	-	-
Loss on Disposal of Capital Assets	(12,174)	(32,982)	-	-	-	-
Lease Principal Payment	-	-	-	-	(450,072)	(468,660)
Lease Interest Payment	-	-	(10,869)	(271,009)	(252,380)	(233,792)
Lease Issuance Cost	-	-	(63,829)	-	-	-
Capital Contributions	18,478	-	7,660	-	-	-
Change in Net Assets	1,392,539	1,578,120	1,792,417	2,136,910	127,502	260,300
			Restated			
Net Position, Beginning of Year	4,411,197	5,803,736	6,814,980	8,607,397	10,744,307	10,871,809
Net Position, End of Year	5,803,736	7,381,856	8,607,397	10,744,307	10,871,809	11,132,109

**Oconee County, South Carolina
Debt Service Fund 090
2020 - 2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	6.0	3.2	3.5	3.0	3.0	3.0
Debt Service Revenue	3,602,358	2,205,940	2,495,656	2,169,469	1,969,384	1,636,839
Total Debt Service Revenue	3,602,358	2,205,940	2,495,656	2,169,469	1,969,384	1,636,839
General Obligation Debt Service						
Principal Payments						
2010 GO Refunding Bond (Formerly 1996, 2001, & 2002 GO Bonds)	670,000	690,000	-	-	-	-
2011 GO Bond - Detention Center	1,280,000	375,000	490,000	515,000	530,000	-
2013A GO Bond - Echo Hills	150,000	150,000	155,000	160,000	165,000	170,000
2016B GO Bond - Workforce Development Center	-	-	342,000	348,000	354,000	360,000
2019 GO Bond - Keowee Fire District	-	-	-	-	42,558	46,704
2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond)	85,000	90,000	609,009	99,554	101,425	103,332
2014 SSR Refunding Bond Pointe West (Formerly 2010 SSR Bond)	242,000	249,000	256,000	262,000	273,000	278,000
2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	-	-	-	-	-
	2,427,000	1,554,000	1,852,009	1,384,554	1,465,983	958,036
Interest Payments						
2010 GO Refunding Bond (Formerly 1996, 2001, & 2002 GO Bonds)	27,200	13,800	-	-	-	-
2011 GO Bond - Detention Center	411,000	359,800	352,300	337,600	322,150	-
2013A GO Bond - Echo Hills	74,330	69,830	65,330	60,680	55,880	50,930
2016A Short Term GO Bond - Oconee Industry and Technology Park	-	2,679	-	-	-	-
2016B GO Bond - Workforce Development Center	-	16,674	55,944	50,286	44,370	38,352
2019 GO Bond - Keowee Fire District	-	-	-	-	19,642	11,674
2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond)	26,656	23,324	11,838	7,699	5,829	3,922
2014 SSR Refunding Bond Pointe West (Formerly 2010 SSR Bond)	78,603	71,706	64,610	57,314	49,847	42,066
2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	-	-	-	-	134,608
	617,789	557,814	550,022	513,579	497,717	281,552
Issuance Costs & Fiscal Charges						
2010 GO Refunding Bond (Formerly 1996, 2001, & 2002 GO Bonds)	220	220	-	-	-	-
2011 GO Bond - Detention Center	591	591	591	591	600	-
2013A GO Bond - Echo Hills	538	538	538	591	550	600
2019 GO Bond - Keowee Fire District	-	-	-	11,500	-	-
2014 SSR Refunding Bond Pointe West (Formerly 2010 SSR Bond)	1,778	3,111	1,956	1,956	1,850	2,000
2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	-	-	-	-	1,500
	3,127	4,460	3,084	14,638	3,000	4,100
Total Debt Service Expenditures	3,047,916	2,116,274	2,405,115	1,912,771	1,966,700	1,243,688
Other Financing Sources (Uses)						
Transfers						

**Oconee County, South Carolina
Debt Service Fund 090
2020 - 2021 Budget**

Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Budget	FY 2021 Admin Recommended
Number of Mills	6.0	3.2	3.5	3.0	3.0	3.0
Transfer In - From 10 Fund	-	-	-	-	-	250,000
Transfer In - From 12 Fund	-	173,058	-	-	-	-
Transfer In - From 315 Fund	-	719,354	-	-	-	-
Transfer Out - To 10 Fund	-	(1,456,000)	-	-	-	-
Transfer Out - To 12 Fund	-	(900,000)	-	-	-	-
Proceeds from Debt						
2019 GO Bond - Keowee Fire District	-	-	-	511,500	-	-
2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond)	-	-	513,595	-	-	-
Short Term GO Debt Transactions Reclassified to						
2015 Short Term GO Bond - Bountyland Substation, South Cove & Library Proceeds	900,000	-	-	-	-	-
2015 Short Term GO Bond Principal Payment	(900,000)	-	-	-	-	-
2016A Short Term GO Bond - Oconee Industry and Technology Park Proceeds	-	700,000	-	-	-	-
2016A Short Term GO Bond Principal Payment	-	(700,000)	-	-	-	-
Total Debt Service Other Financing Sources (Uses)	-	(1,463,589)	513,595	511,500	-	250,000
Net Change in Fund Balance	554,442	(1,373,922)	604,136	768,198	2,684	643,151
Beginning Fund Balance	1,684,039	2,238,481	864,559	1,468,695	2,236,893	2,239,577
Ending Fund Balance	2,238,481	864,559	1,468,695	2,236,893	2,239,577	2,882,728

* The 2020 GO Refunding Bond information is based on the assumption that it will be issued in June 2020. If issued, the estimated debt service includes two interest payments in fiscal year ending June 30, 2021 with the first principal payment due April 1, 2022.

**Oconee County, South Carolina
Debt Service Fund 090
2020-2021 Budget**

Description	General Obligation Bond, Series 2019 (Keowee Fire Tax District)	General Obligation Bonds, Series 2016B (Oconee County Workforce Development Center)	General Obligation Bonds, Series 2013A Taxable (Echo Hills)	General Obligation Bonds, Series 2011 (Detention Center)	Refunding Bond, Series 2020 (2011 Detention Center) *	Refunding Bond, Series 2017 (Keowee Fire Tax District 2007)	Special Source Refunding Revenue Bond, Series 2014 (Pointe West)	Total
Principal	46,704	360,000	170,000	-	-	103,332	278,000	958,036
Interest	11,674	38,352.00	50,930.00	-	134,608.00	3,922.00	42,066.00	281,552
Fiscal Charges	-	-	600	-	1,500	-	2,000	4,100
Total Debt Service Payments	58,378	398,352	221,530	-	136,108	107,254	322,066	1,243,688

Original Principal	511,500	3,300,000	2,600,000	17,000,000	7,345,000	513,595	2,993,000
Outstanding Principal as of 6/30/19	511,500	2,610,000	1,700,000	8,030,000	-	310,032	1,749,000
Term	10 Years	10 Years	15 years	20 years	10 years	5 years	11 Years
Final Maturity Date	2029	2026	2028	2031	2031	2022	2025
Coupon Interest Rate(s)	3.65%	1.70%	3 - 3.6%	2 - 5%	2.03%	1.88%	2.85%
Counts Against Debt Limit	No	Yes	Yes	Yes	Yes	No	No

* The Refunding Bond, Series 2020 information is based on the assumption that it will be issued in June 2020. If issued, the estimated debt service includes two interest payments in fiscal year ending June 30, 2021 with the first principal payment due April 1, 2022.

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
	Per Map	\$1.50	\$1.50
Noise Ordinance Permit Fee	Per Event	\$50.00	\$50.00
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$25 - \$125	\$25 - \$125
Cat Adoption Fee	Per Cat	\$25 - \$125	\$25 - \$125
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee	10 Days	\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Boarding Fee - Large Animal	Per Day	\$20.00	\$20.00
Vaccine(s) - Misc	Per Vaccine	\$10.00	\$10.00
Dewormed - Misc		\$10.00	\$10.00
Heartworm Test - Misc		\$10.00	\$10.00
Microchip Fee - Misc New 2021			\$15.00
Airport			
T-Hanger Rental Rates	Per Month	\$160.00	\$160.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$235.00	\$235.00
New T-Hangars E (8)	Per Month	\$270.00	\$270.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After Hour Callout Fee		\$0.00	\$0.00
After Hour Callout Fee - With purchase of fuel	Minimum of 100 gallons	\$150.00	\$150.00
After Hour Callout Fee - No purchase of fuel	Per Callout	\$250.00	\$250.00
GPU (Ground Power Unit)	Per Hour	\$50.00	\$50.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 200 gallons or more	\$0.10 reduction for 200 gallons or more

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Building Codes			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee		\$40.00	\$50.00
Manufactured Home Moving Permit		\$20.00	\$40.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$100.00
Penalties			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$75.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$6.00
Maps - 24 X 36	Each	\$7.00	\$8.00
Maps - 36 X 48	Each	\$8.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$35.00
Clerk of Court			
Certified Copies		\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Printouts for Family Court		.50 per page	.50 per page
Certified Printouts		\$5.00	\$5.00
Exemplified copies of orders	Per Document	\$10.00	\$10.00
Family Court Divorce Packets	Per Packet	\$27.00	\$27.00
All other fees are state mandated			

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Planning			
Sign Fees			
Less Than 50 Square Feet		No Fee	No Fee
On Premise signs		\$150.00	\$150.00
Billboard - off premise sign	New FY 2021		\$250.00
Billboard I-85	New FY 2021		\$500.00
Basic Plat Review - per parcel		\$25.00	\$25.00
Subdivisions with creation of new parcels for recording			
2-10 New Parcels	Per Parcel	\$25.00	\$25.00
11+ New Parcels		\$250 + \$15 Per Parcel	\$250 + \$15 Per Parcel
Subdivisions NOT involving creation of new parcels for recording			
2-10 Dwelling Units	Per Unit	\$50.00	\$50.00
11+ Dwelling Units		\$1,000 + \$50 Per Unit	\$1,000 + \$50 Per Unit
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Fee -	Annual Fee	\$1,000.00	\$1,000.00
Wi-Fi Tower -		\$250.00	\$500.00
Group Homes		\$50.00	\$300.00
Sexually Oriented Business	Annual Fee	\$1,000.00	\$2,500.00
Sexually Oriented Business Employee	Per Employee	\$25.00	\$50.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$50.00
Appeals, Variances, and Special Exception Application Fee		\$200.00	\$250.00
Zoning Permit Fee		\$25.00	\$25.00
Vegetation Removal Fee Application		\$100.00	\$100.00
Development within the Vegetation	Per Project		\$100.00
County Council			
Audio CD	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery) New for 2016		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery) New for 2016		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$0.50	\$0.50
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$20.00	\$20.00
<i>* Not charged to patrons from Anderson and Pickens Counties who are in good standing Standing.</i>			
Assessor			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$8.00	\$8.00
GIS E - 36 X 48		\$10.00	\$10.00
GIS A - 8.5 X 11 (Aerial Imagery) New for 2016		\$6.00	\$6.00
GIS B - 11 X 14 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS B - 11 X 17 (Aerial Imagery) New for 2016		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery) New for 2016		\$12.00	\$12.00
GIS D - 24 X 36 (Aerial Imagery) New for 2016		\$14.00	\$14.00
GIS E - 36 X 48 (Aerial Imagery) New for 2016		\$16.00	\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$3.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass-Calendar Year (Commercial Use)	Per Boat and/or Trailer	\$100.00	\$100.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		FREE	FREE
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
<i>All campers must have current license plates.</i>			
<i>No site may be occupied for more than thirty (30) days.</i>			
Building Reservations (All Parks)			
<i>Moving to full day rentals only, except Chau Ram</i>			
Recreation Building - 1 to 100 People	Full Day Only	\$100.00	\$100.00
Recreation Building - 101 to 200 People	Full Day Only	\$200.00	\$200.00
Recreation Building - 201 to 300 People	Full Day Only	Must Call to set up	Must Call to set up
Recreation Building - 301 or More People	Full Day Only	Must Call to set up	Must Call to set up
Picnic Shelters			
Chau Ram Park			
Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$20.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
South Cove Park			
Pavilion	Full Day Only	\$75.00	\$75.00
High Falls Park			
Patio Deck-Max Number of 100 People	Full Day Only	\$75.00	\$75.00
Point Shelter Max Number of 70 People	Full Day Only	\$75.00	\$75.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Parks, Recreation and Tourism			
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 to 150 People	1/2 Day	\$150.00	\$150.00
101 to 150 People	Full Day	\$300.00	\$300.00
151 to 200 People	1/2 Day	\$175.00	\$175.00
151 to 200 People	Full Day	\$350.00	\$350.00
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
Non-Camper Dump Fee To Use Dump Station	Per Use	\$5.00	\$5.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$60.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$100.00
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$150.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation Is Less Than \$100.00		\$12.50	\$12.50
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Oconee County Resident		\$25.00	\$25.00
Marriage Ceremony Fee - Out of County Resident		\$25.00	\$25.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$30.00	\$30.00
Marriage License Fee - (Total Cost) - Out of County Resident		\$45.00	\$75.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Notice to Creditor - Daily Journal		\$225.00	\$225.00
Affidavit of NTC Ad		\$5.00	\$5.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 8.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$8.00; amendments \$8.00; assignments \$8.00; partial release \$8.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
Rock Quarry			
Rock Sales		Price per ton	
# 1 Crusher Run 1 1/2"		\$11.60	\$11.60
# 2 Crusher Run (Sap Rock)		\$9.35	\$9.35
# 3 Surge 2" x 3"		\$12.85	\$13.35
# 4 Screenings		\$6.10	\$6.60
# 5 57: 1"		\$12.60	\$13.10
# 6 789: 3/8" x 1/2"		\$12.10	\$12.60
# 7 Class A Rip Rap 4" x 8"		\$14.35	\$14.85
# 8 Class B Rip Rap 9" x 15"		\$14.60	\$15.10
# 9 Asphalt Sand		\$9.85	\$10.35
# 11 6M 3/8" x 1"		\$10.35	\$10.35
#13 Class E Rip Rap (Boulders Larger than 27")		\$19.85	\$20.35
#14 Flat Boulders		\$22.85	\$23.35
#15 Class C Rip Rap 15" x 21"		\$14.85	\$15.35
#16 Class D Rip Rap 21 1/2" x 27"		\$15.10	\$15.60
#17 Dirt Sales per Ton		\$1.00	\$1.00
Credit			
Credit Application Fee		\$60.00	\$60.00
<i>* Quarry Manager may substitute one product, close in scale, for another due to availabilities.</i>			
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notice	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00

**Oconee County, South Carolina
Fees Schedule
2020-2021 Budget**

Description	Rate	FY 2020 Fees	FY 2021 Fees
Solid Waste			
MSW Transfer Station Tipping Fee- House-Hold	Per Ton	\$50.00	\$50.00
MSW Transfer Station Tipping Fee - Commercial	Per Ton		\$60.00
C and D Landfill Tipping Fee (Rate was last set in 2008.)	Per Ton	\$30.00	\$30.00
Mulch	Per Scoop	\$10.60	\$10.60
Railroad Ties	Per Ton	\$55.00	\$55.00
Asbestos	Per Ton	\$85.00	\$85.00
Solid Waste License's			
Commercial/Industrial	Per Entity	\$100.00	\$100.00
Residential	Per Entity	\$40.00	\$40.00
Combined	Per Entity	\$120.00	\$125.00
Miscellaneous			
Truck Decal	Each	\$5.00	\$5.00
Credit			
Credit Application Fee		\$60.00	\$60.00
Billing Late Fee after 15 day grace period		3%	3%
Solicitor			
Worthless Check Fee		\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01	\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

**PLANNED ADMINISTRATORS, INC.
ADMINISTRATIVE SERVICES ONLY (ASO) AGREEMENT**

This Agreement, dated this 23rd day of April 2020, effective for the Administrative Service Period of 12 months beginning May 1, 2020, and ending April 30, 2021, is entered into by and among the Plan Sponsor/Administrator, Oconee County, and the Plan Supervisor, Planned Administrators, Inc. ("PAI").

WITNESSETH:

Whereas, The Plan Sponsor/Administrator identified above has adopted an Employee Health and Welfare Benefit Plan known as the Oconee County Employee Health and Welfare Benefit Plan ("Plan"), which is set forth in the Plan Document, for certain employees and their dependents (hereinafter referred to as "covered persons"); and

Whereas, PAI has been designated by the Plan Sponsor/Administrator as the Third Party Administrator (TPA) to provide administration and claims services for the establishment and operation of the Plan; and

Whereas, the Plan Sponsor/Administrator has requested that PAI perform the services that are specified in the Agreement and PAI has agreed to do same upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

SECTION 1. ADMINISTRATIVE SERVICES

- 1.1 To the extent specified in Exhibits A, B, C & D attached hereto, PAI shall provide the services for, and shall assist the Plan Sponsor/Administrator in, the administration of the Plan.
- 1.2 PAI shall follow the terms and provisions of the Plan Document in accordance with the Plan Sponsor/Administrator's intent and directions in carrying out the terms and purposes of this Agreement.
- 1.3 To the extent set forth in Exhibits A, B, C & D, PAI shall assist the Plan Sponsor/Administrator in the preparation of any report, or similar papers, required by a state or federal authority, for the Plan.

SECTION 2. PLAN SPONSOR/ADMINISTRATOR OBLIGATIONS

- 2.1 It is understood that the effective performance of all obligations hereunder by PAI will require that the Plan Sponsor/Administrator furnish to PAI certain timely reports and information in a form and manner specified by PAI, and such shall be as follows:

- A. Previous Plan Document and Health Insurance Contract;
- B. Plan Summary Booklet;
- C. Copy of previous Carrier's billing for month preceding the effective date of coverage of the new Plan;
- D. Complete, legible, and accurate enrollment forms on all covered employees and timely submission of Employee Data Change Forms and Health Questionnaires when appropriate;
- E. Any and all necessary information regarding any Excess Loss (Stop Loss) Insurance ("Excess Loss (Stop Loss) Insurance" means the insurance procured by the Plan Sponsor/Administrator that insures against claims made in excess of certain amounts); and
- F. Other information or documentation as may be required from time to time, within 30 days of request.

If applicable, items A through C shall be delivered to PAI within 15 days of the effective date of this Agreement. Item D shall be delivered to PAI no later than the 20th of each month for enrollments, changes, and questionnaires completed during the prior calendar month.

- 2.2 PAI shall not be responsible for delay in the performance of the claim and administrative and billing services

caused by failure of the Plan Sponsor/Administrator to furnish any required information on a timely basis.

- 2.3 The Plan Sponsor/Administrator shall comply with all requirements of the Employee Retirement Income Security Act of 1974 and any other laws and regulations covering self-funded employee benefits programs.
- 2.4 The Plan Sponsor/Administrator shall be responsible for determining which covered persons are eligible for benefits under the Plan and shall certify this eligibility to PAI. Eligibility determinations shall be made by the Plan Sponsor/Administrator in compliance with the terms of the Plan Document. The Plan Sponsor/Administrator is responsible for ensuring that any member (employees or employees' dependents who Plan Sponsor/Administrator determines are eligible to participate in the Plan and who have elected to participate in the Plan) coverage rescissions reported to PAI are due to fraud, intentional misrepresentation of material fact or non-payment of premium contribution amounts. Any member notices required by law due to rescissions of coverage are also the Plan Sponsor/Administrator's responsibility. The Plan Sponsor/Administrator is responsible for reconciling its employment records to the lists of covered employees on PAI's monthly invoices, and reporting any discrepancies to PAI.
- 2.5 The Plan Sponsor/Administrator shall open and maintain a separate checking account at the bank of its choice, from which claims payments will be issued. The Plan Sponsor/Administrator shall provide PAI with bank account documentation, i.e. signature card, MICR encoded bank specifications sheet. Claims checks will be issued from this account on a twice-weekly basis. The Plan Sponsor/Administrator shall be responsible for timely deposit of sufficient funds for claims checks to be mailed two business days following the date of the check issuance (check date). Escheat/Unclaimed Funds reporting and compliance shall be the responsibility of the Plan Sponsor/Administrator.
- 2.6 The Plan Sponsor/Administrator is responsible for timely payment of all premiums for any insurance purchased by or for the benefit of the Plan. The Plan Sponsor/Administrator has the final authority to decide the insurance company(s) that will provide any such insurance.
- 2.7 If the Plan Sponsor/Administrator purchases COBRA services from PAI, Plan Sponsor/Administrator shall:
- A. Complete a COBRA initial notification form (which shall be provided by PAI or its designee within ninety (90) days of any new employees and within thirty (30) days of a member's Qualifying Event (as defined in the Plan Document));
 - B. Determine the amount of contributions required for COBRA continuation coverage and notify PAI or its designee of such amount;
 - C. Inform PAI or its designee of continuation rights, by use of the COBRA notification form or other electronic means upon the occurrence of a Qualifying Event;
 - D. Notify PAI or its designee upon receipt of notification of any second Qualifying Event.
- If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.
- 2.8 Internal Revenue Code Section 125 Plan ("125 Plan") Services: If applicable and if the Plan Sponsor/Administrator purchases 125 Plan Services from PAI, then the Plan Sponsor/Administrator shall:
- A. Sponsor and encourage employee support of the 125 Plan.
 - B. Provide PAI or its designee (in a format reasonably acceptable to PAI or its designee) any necessary employee payroll, census, benefit information and any other information reasonably requested from time to time by PAI or its designee.
 - C. Be responsible for creation of any 125 Plan documents.
 - D. At all times be responsible for contributions to the 125 Plan and funds held by the 125 Plan.

- E. Report participant terminations and changes of family status to PAI or its designee.
- F. Reconcile payroll amounts redirected to the 125 Plan.
- G. Complete and file form(s) 5500 with the IRS each plan year.
- H. Initiate any action required in the event 125 Plan becomes discriminatory.
- I. Distribute funds according to the requirements of the 125 Plan and PAI's or its designee's direction.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

2.9 Summary of Benefits and Coverage (SBC): The Plan Sponsor/Administrator agrees:

- A. To promptly provide to PAI the information necessary to complete the SBC;
- B. There is an understanding and agreement that the Plan Sponsor/Administrator's failure to provide information in a timely manner may substantially delay and/or jeopardize the timely delivery of the SBC;
- C. To distribute the SBC required under the Patient Protection and Affordable Care Act (PPACA) to members;
- D. To ensure that electronic access shall be restricted to a "read-only" or similar basis;
- E. To replace any hard-copy SBC that is modified by PAI;
- F. That the hard-copy SBC on file with PAI shall control in the event of any discrepancy; and
- G. That the Plan Sponsor/Administrator remains solely responsible for the content of the SBC and all other legal requirements related to the SBC. To the extent that PAI incurs any liability as a result of the preparation or distribution of the SBCs to Plan Sponsor/Administrator's members, Plan Sponsor/Administrator shall fully indemnify PAI.

SECTION 3. PAYMENTS

- 3.1 **Monthly Billing** - Monthly billings reflecting Fixed Costs (all Plan Costs except Claim Costs) will be provided to the Plan Sponsor/Administrator to arrive approximately seven (7) calendar days prior to the first day of the month in which it is due. This bill will reflect all written changes received by PAI prior to the 10th day of the previous month. Payment is due on the 1st day of each month, and will be delinquent if not received prior to the 10th. All claims adjudication will be curtailed on delinquent accounts until such time as the account is brought current. If payment is not received within 30 days following the due date, PAI Administrative and Claims Services may be cancelled. If life insurance premiums are included on the billing, that coverage will also be cancelled. The Plan Sponsor/Administrator is required to pay as billed and accept reasonable or appropriate retroactive additions or terminations, if applicable, on the subsequent month's billing.
- 3.2 If during the operation of the Plan, any tax (other than state or federal income taxes), or any other assessment or premium charge shall be assessed against the Plan, or if PAI is required to pay such tax, PAI shall report the payment to the Plan Sponsor/Administrator and the Plan Sponsor/Administrator shall reimburse PAI for the same, to exclude any expenses or taxes that are not appropriately allocable to the operation of the Plan.
- 3.3 In addition to monthly administrative, claims, and handling fees, the Plan Sponsor/Administrator shall pay PAI additional charges for any special request items or services not specifically covered in Exhibits A, B, C & D. Such items may be:
 - A. Printing and supplies expenses incurred after exhausting the supplies provided under the initial set-up fee for Plan inserts, Plan Document changes, ID cards, etc.;
 - B. Special statistical reports other than customary or annual reports, (See Exhibit B, paragraph F). Unusual or

extraordinary expenses for services or support that PAI and the Plan Sponsor/Administrator mutually agreed upon.

- 3.4 All charges incurred as a result of paragraph 3.3 will be submitted for payment on the next Plan monthly billing statement and subject to payment in full with that billing remittance.
- 3.5 All charges incurred for services to be rendered for an administrative run-out of claims at termination of a contract will be billed and remitted as set forth in Section 9, Termination of Agreement, paragraph 9.5.
- 3.6 PAI has the right to change the monthly Fixed Costs charges, in the following circumstances. PAI will, to the extent possible, give the Plan Sponsor/Administrator no less than thirty (30) days advance written notice of the change. The portion of the Fixed Costs representing policy premiums (if any) may be changed at any time the policy premiums are changed by the insurer(s). The administrative service fees of PAI may be changed once every twelve months. PAI may also change the administrative service fees (1) on the date a substantive change is made to the Plan which increases the responsibilities of PAI or (2) on the date the number of employees covered by the Plan has changed by 25% or more since the date the then current administrative services fees were effective. If Fixed Costs charges change during the term of this Agreement, an amended Schedule D will be prepared, agreed upon and initialed by both parties to the Agreement.

SECTION 4. MISCELLANEOUS PROVISIONS

- 4.1 PAI in performing its obligations under this Agreement is acting only as an agent of the Plan Sponsor/Administrator. For the purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time, and any applicable state legislation of similar nature, the Sponsor shall be the Administrator of the Plan, unless the Sponsor by action of its Board of Directors designates an individual or committee to act as Administrator. In no instance shall PAI be deemed to be, or be, the Sponsor or the Administrator of the Plan for purposes of the Employee Retirement Income Security Act of 1974, as amended from time to time. Both parties acknowledge and agree that all documents and records generated by PAI in performance of its obligations under this Agreement are owned by the Plan Sponsor/Administrator, and that PAI serves as the custodian of such documents and records on behalf of the Plan Sponsor/Administrator.
- 4.2 PAI shall not be liable, nor advance its funds, for the payment of claims under the Plan or insurance or other premiums or monies owed to other providers of goods or services that are the responsibility of the Plan Sponsor/Administrator. PAI shall not be considered the Insurer or Underwriter of the liability of the Plan Sponsor/Administrator to provide benefits for the Plan's covered persons and the Plan Sponsor/Administrator shall have final responsibility and liability for payment of claims in accordance with the provisions of the Plan.
- 4.3 This Agreement shall not restrict PAI from pursuing any and all legal or equitable remedies from any party for any claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses ("Damages") resulting from, or related to, any third party claim under this Agreement or the Sponsor/Administrator's Plan or the Plan Document if PAI is acting or administering the Sponsor/Administrator's benefits or Plan Document at the express direction and/or instruction of Sponsor/Administrator unless such Damages are the direct consequence of criminal conduct, fraud or willful misconduct on the part of PAI.
- 4.4 PAI agrees to indemnify and hold harmless the Plan Sponsor/Administrator from any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including a reasonable attorney's fee (for attorneys chosen by The Plan Sponsor/Administrator), arising out of or related to the Plan, Plan Document or this Agreement, but only if resulting from PAI's criminal conduct, fraud, or willful misconduct.
- 4.5 The Plan Sponsor/Administrator also recognizes and agrees that Plan Sponsor/Administrator's failure to adhere to the check release process as outlined in Section 4.10, or Plan Sponsor/Administrator's failure to pay the Administrative Fee due to PAI under this Agreement, may result in PAI incurring significant costs and has the potential to result in a delay in the release of the claims checks, Provider Vouchers and Explanation of Benefits Statements beyond the time frames for such release as set forth in the U.S. Department of Labor claims regulations. In the event that the Plan Sponsor/Administrator delays the release of any claims checks, or fails to

pay the Administrative Fee, PAI will be entitled to indemnification for any and all claims, lawsuits, settlements, judgments, costs, penalties, liabilities and expenses, including attorneys' fees (for attorneys chosen by PAI), resulting from, or arising out of, based on, or in connection with such delay or non-payment.

- 4.6 PAI may secure the services of actuaries, computer service firms and any other firms it deems necessary in performing its duties under this Agreement.
- 4.7 Both parties acknowledge and agree that pursuant to this Agreement, PAI is an independent contractor under South Carolina State law. Personnel performing services under this Agreement will remain employees of their respective parties and no such employee of either party shall be considered in any way to be an agent, officer, representative, or employee of the other party, or have binding authority as an agent, officer, representative, or employee of the other party.
- 4.8 A. If PAI becomes aware of an excess payment or overpayment made under the Plan in excess of \$50.00, PAI shall use its standard overpayment collection processes and procedures to attempt to recover any overpayment; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI's services for its standard overpayment collection processes are included in the Administrative Charge. In the event PAI uses the services of a Medical Provider Audit Firm ("MPAF"), the fee for such MPAF services shall be based on a percentage of the amount recovered and is listed on Exhibit D. PAI, in its sole discretion, shall settle and resolve overpayments on any basis it determines is reasonable (provided that PAI may only pursue litigation in accordance with this Section 4.8), including payment of less than the entire overpayment amount. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8; however, if PAI determines that litigation is necessary to collect the overpayment, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of overpayments is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any overpayment not recovered.
- B. If PAI becomes aware of a subrogation claim in excess of \$50.00, PAI shall use its standard processes and procedures to attempt to recover the subrogation claim; PAI will not attempt to recover overpayments in the amount of \$50.00 or less. PAI shall charge an additional fee based on a percentage of the subrogation amount recovered (hereinafter the "Subrogation Fee"). The Subrogation Fee is listed on Exhibit D and is not included in the Administrative Charge or any other fee described herein. PAI, in its sole discretion, shall settle and resolve all such claims on any basis it determines as reasonable, including collection of less than the entire amount of such claim and contributions to the Member's attorney's fees. Notwithstanding the foregoing, PAI is not required to initiate court proceedings to comply with this Section 4.8. In the event PAI determines litigation is necessary to recover a subrogation claim, PAI will notify Plan Sponsor/Administrator, and Plan Sponsor/Administrator will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney's fees; PAI shall deliver any related files to the Plan Sponsor/Administrator, for the Plan Sponsor/Administrator to pursue such amount. PAI shall notify the Plan Sponsor/Administrator whenever attempted recovery of subrogation claims is unsuccessful, and the Plan Sponsor/Administrator shall hold PAI harmless for any subrogation claim not recovered. If the Plan Sponsor/Administrator separately contracts with an outside vendor for subrogation services, references to subrogation recovery in this paragraph are not applicable.
- 4.9 The Plan Sponsor/Administrator has separately contracted with a pharmacy benefits manager ("PBM"). PAI shall be entitled to rely on any information provided to it by the Plan Sponsor/Administrator's PBM. PAI shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI shall not be liable for any damages that may result from its reliance on and/or utilization of inaccurate or incomplete information received from the Plan Sponsor/Administrator's PBM. If the Plan Sponsor/Administrator's PBM does not electronically exchange member level claims data with PAI, then PAI is not responsible for (1) integrating pharmaceutical claims payment information into members' maximum out-of-pocket accumulators or (2) inclusion of pharmaceutical claims

payment information in stop loss claims submissions for reimbursement.

- 4.10 The Plan Sponsor/Administrator agrees to operate under the prescribed procedures for auto-release of their claims checks. Checks will be mailed two business days after the date of the checks. Failure of the Plan Sponsor/Administrator to comply with prescribed auto-release procedures may result in immediate placement of claims processing on administrative hold.
- 4.11 PAI shall not be bound by any notice, or directive or request unless and until it is received in writing at its office in Columbia, South Carolina, addressed to Planned Administrators, Inc., Post Office Box 6927, Columbia, South Carolina 29260.
- 4.12 This Agreement, including any attached Exhibit, Schedule, Attachment or Supplement, contains the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

SECTION 5. LAWS GOVERNING AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of South Carolina, except to the extent such laws are preempted by the Employee Retirement Income Security Act of 1974 and any other federal law in which such federal law shall apply.

SECTION 6. AGREEMENT COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterpart shall constitute but one of the same instrument.

SECTION 7. MODIFICATION OF AGREEMENT

This Agreement and any attachments thereto constitute the entire Agreement between the parties. Changes in the Agreement or in any attachments must be mutually agreed to, in writing, signed and delivered to the respective parties.

SECTION 8. TIME LIMIT FOR FILING CLAIMS

- 8.1 It is understood that the Plan Sponsor/Administrator has implemented a self-funded health benefit plan and that all provisions of the Plan must be described in a Plan Document.
- 8.2 The Plan Sponsor/Administrator understands that if it purchases Excess Loss (Stop Loss) coverage to reimburse it for some losses sustained under the Plan, the coverage contract will contain a time limit within which covered and complete claims must be filed by persons covered under the Plan in order for the loss to be reimbursable to the Plan Sponsor/Administrator.
- 8.3 It is understood that the Plan Sponsor/Administrator is responsible for the Plan Document and for all provisions in the Plan Document including, but not limited to, a description of any time limits within which complete claims must be filed. It is understood, further, that if the Plan Document provides for a longer time period to pay claims than the Excess Loss (Stop Loss) coverage provides, there could be claims payable under the Plan which will not be reimbursed by the Excess Loss (Stop Loss) contract, which otherwise might have been reimbursable. In all cases where claims are submitted to PAI for payment, PAI is responsible for processing and presenting claims for payment to the Plan Sponsor/Administrator in a time and manner as specified in Exhibit B, and within a reasonable timeframe to secure reimbursement under the Excess Loss (Stop Loss) contract. If PAI receives a claim after the deadline for reimbursement under the Excess Loss (Stop Loss) contract, PAI will promptly notify the Plan Sponsor/Administrator. PAI will not disrupt the standard flow of the adjudication process, but will follow its standard processing procedures.

Claims must be filed with PAI within the time requirements as set forth in the Plan Document, unless it was not

reasonably possible to do so. PAI will determine if enough information has been submitted to enable proper consideration of the claim.

- 8.4 For purposes of claims processing, a complete claim is one that includes all information necessary for PAI to properly adjudicate the claim. If PAI receives incomplete claims or if the claim is considered incomplete due to any other information being needed, PAI will request the needed information and the Plan Sponsor/Administrator shall be notified in writing, via a monthly "LPR-Claim Letter Listing" report, which informs the Plan Sponsor/Administrator about any claims received by PAI that are pending additional information. This report provides information regarding all letters PAI has sent out to subscribers on behalf of the Plan Sponsor/Administrator, requesting additional information necessary to complete the adjudication of the claim in question. PAI will use reasonable means to secure the information needed for the incomplete claim to become complete. It is ultimately, however, the responsibility of the Plan Sponsor/Administrator to secure any information needed by PAI.
- 8.5 If PAI receives any claim which is incomplete, as described in paragraph 8.4 and the information needed to make the claim complete is not received within the claim filing and payment time limit in the Excess Loss (Stop Loss) contract, that claim if subsequently paid under the Plan may not be reimbursed to the Plan Sponsor/Administrator by the carrier providing the Excess Loss (Stop Loss) coverage.

SECTION 9. TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party by written notice of intention to terminate given to the other party, to be effective as of a certain date set forth in the written notice which shall not be less than thirty (30) days from the date of such notice. Failure by the Plan Sponsor/Administrator to render written notice of at least thirty (30) days will result in the equivalent of one month's administrative service fees being due to the Plan Supervisor, payable immediately. Failure of the Plan Sponsor/Administrator to remit said amount will void and invalidate any further obligation of PAI to furnish materials or data as outlined in Section 9, paragraph 9.5, item C.
- 9.2 This Agreement shall automatically terminate in the event of:
- A. Bankruptcy or insolvency of the Plan Sponsor/Administrator or PAI;
 - B. Failure by the Plan Sponsor/Administrator to deliver to PAI on a timely basis the reports and information set forth in Section 2, paragraph 2.1;
 - C. Merger, sale or consolidation of Plan Sponsor/Administrator, unless the surviving entity, as new Plan Sponsor/Administrator, and PAI agree to continue this Agreement;
 - D. Merger, sale or consolidation of PAI, unless the surviving entity, as new Plan Supervisor, and Plan Sponsor/Administrator agree to continue this Agreement;
 - E. The enactment of any law or the promulgation of any regulation, which makes illegal the continuance of this Agreement or the performance of any obligations hereunder;
 - F. Failure of the Plan Sponsor/Administrator to deposit funds for the payment of claims within a two week time period from the date of the checks.

Provided, however, in the event of any termination of this Agreement pursuant to items A through F of this Section 9.2, such termination shall not occur and shall not be effective until the 15th day after the terminating party notifies the other party in writing that the Agreement is being terminated. As to items B and F above, there shall be a right to cure the default during the first 7 days of this 15-day notice period.

- 9.3 In the event of termination of this Agreement, PAI shall complete the processing of all fully documented requests for claim payments under the Plan that were received by it and are due and payable prior to the termination of this Agreement, but it shall have no obligation:
- A. To complete the processing of any such requests upon its determination that the Plan Sponsor/Administrator

has failed to provide funds for the payment of benefits due;

- B. To process requests for claim payments that were received by it after termination of this Agreement;
- C. To process requests for claims payment for which full documentation does not arrive at PAI until after the termination of the Agreement;
- D. To issue checks after the termination date for requests for claim payment relative to conditions existing on or after such date.

9.4 All checks issued by PAI, which are outstanding upon the termination of this Agreement or issued thereafter in accordance with Section 9, paragraph 9.3, shall continue to be the responsibility and liability of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall continue to be responsible and liable for the payment of all benefits and expenses under the Plan after the termination of this Agreement.

9.5 Notwithstanding anything herein to the contrary, if the Agreement is terminated for any reason the following applies:

- A. Termination of this Agreement will result in cessation of all administrative and claims services, upon the date of termination. However, when mutually agreeable the Plan Sponsor/Administrator can request an Administrative and Claims Service Agreement only, to allow for the orderly resolution of the incurred but not paid, pending claims (runout). This in no way will be construed as an extension of any insurance contracts that may exist. Such an agreement can be arranged for three months at a time (up to a total of 12 months), and the runout fees will be based on the administrative rates and number of enrollees on the invoice of the final month of the contract. The monthly runout fees will be determined at the time of contract termination. The monthly runout fees will be equal to 100% of the last contract month's administrative fees for the first three months, 50% of the last contract month's administrative fees for the fourth through sixth months, and 25% of the last contract month's administrative fees for the seventh through twelfth months. Any runout PPO network fees are not reduced quarterly in the same manner as the administrative fees. The runout fees will be payable in advance, unless otherwise agreed upon.
- B. PAI will deliver to the Plan Sponsor/Administrator, for a standard end-of-contract reporting fee of \$500.00, the following items after the termination of this Service Agreement:
 - 1. The Plan year-end closing documentation;
 - 2. A final accounting of all reimbursements made by the Excess Loss (Stop Loss) Carrier;
 - 3. All unused check stock;
 - 4. Copies of paperwork on outstanding reimbursements which was forwarded to Excess Loss (Stop Loss) Carrier;
 - 5. Claims submitted but not processed;
 - 6. All claims documentation and other materials utilized to process claims;
 - 7. A listing of all deductible and out-of-pocket accumulations;
 - 8. Any other documents or records for which PAI is responsible pursuant to the terms of this Agreement.
- C. The delivery of those items in the paragraph above to the Plan Sponsor/Administrator or its representative will release PAI of all further administrative, legal, financial and consultative responsibility of any ongoing or future actions that may be taken by claimants or providers of services, etc.

In Witness whereof, the Plan Sponsor/Administrator and PAI have executed this Agreement as of the day and year first above written.

For: **OCONEE COUNTY**
By: Amanda F Brock
(Signature)
Name: Amanda F Brock
(Print)
Title: Administrator
Date: 04.28.2020
(Please enter exact date signed.)

For: **PLANNED ADMINISTRATORS, INC. (PAI)**
By: PJ Rescigno
(Signature)
Name: PJ Rescigno
(Print)
Title: AVP Sales and Marketing
Date: 04/30/2020
(Please enter exact date signed.)

EXHIBIT A

General Administrative Services

1. PAI will provide technical assistance, guidance and administrative support in the preparation for approval by the Plan Sponsor/Administrator of the following:
 - A. Standard Plan Document with the Schedule of Benefits (Benefit Booklet);
(If Plan Sponsor/Administrator has not returned an approved and executed copy of the Plan Document prior to the receipt of Services, then the version of the Plan Document initially provided to the Plan Sponsor/Administrator shall control.)
 - B. Billing format;
 - C. Checks for any bank account.
2. PAI will provide the following:
 - A. Enrollment/Change Forms;
 - B. Claim Forms (medical, dental, and disability);
 - C. Health Questionnaires;
 - D. Monthly billing;
 - E. Explanation of benefit forms (EOB);
 - F. Standard PAI identification cards.
3. PAI may perform the marketing function to obtain quotes and coordinate the procurement process for any Stop Loss Insurance Contracts.
4. PAI will furnish information to the Plan Sponsor/Administrator necessary for the Plan Sponsor/Administrator to complete 5500 filings (if applicable), within the prescribed deadline of 120 days from end of Plan year. It is the Plan Sponsor/Administrator's responsibility to determine whether the Plan is required to file Form 5500.
5. PAI will print and mail 1099s to the appropriate recipients at the end of each calendar year. PAI's actual cost will be billed to the Plan Sponsor/Administrator. PAI will also electronically file the 1099 information returns with the appropriate governmental authorities, on behalf of the Plan Sponsor/Administrator.
6. If Plan Sponsor/Administrator purchases COBRA Services from PAI, PAI or its designee shall:
 - A. Mail the initial COBRA rights notice (as approved by the Department of Labor) to the member or dependent under the Plan. A separate COBRA rights notice will be mailed to the covered spouse if applicable.
 - B. Send the appropriate COBRA notice and election forms to the qualified beneficiaries and monitor the election period for the COBRA beneficiaries upon notice of a qualified member. (Forms must be completed in its entirety; incomplete elections will be treated as elected as offered.)
 - C. Bill and collect the initial premium payment covering the period during which coverage would have normally ended to the date the beneficiary elects COBRA continuation.
 - D. Bill and collect the monthly premiums from the COBRA beneficiaries who elected continuation of coverage beginning with the first monthly premium due after notice of continuation coverage is made by the beneficiary.
 - E. Monitor the appropriate continuation of coverage period for each beneficiary and disenroll the beneficiary at the end of the period of continued coverage.
 - F. Send conversion notices to eligible COBRA beneficiaries to the extent and within the period prescribed by applicable law, provided that a conversion option is included in their Plan Document.
 - G. Not be responsible for giving notice to the COBRA continuants of any open enrollment periods as well as the available benefit plan options and applicable premium rates for the periods.
 - H. Provide reports as follows:

- 1) a monthly report summarizing the following items for the preceding month: coverage elections and terminations; premium payment status; eligibility expirations; and all changes related to coverage and/or demographics that have been affected;
 - 2) a daily report indicating: receipt of initial premium, notice of election (including type of coverage chosen) and notice of termination (including date of and reason for termination);
 - 3) additional reports may be available upon mutual agreement and for an additional fee.
- I. Forward contributions received for the preceding month to Plan Sponsor/Administrator on a monthly basis, less any amount due as payment for COBRA Services furnished pursuant to this Agreement.

Neither PAI nor its designee shall be responsible for providing notice of any open enrollment periods, available benefit plan options, and/or applicable premium rates for such periods.

PAI or its designee shall rely upon any information provided to it by the Plan Sponsor/Administrator, shall base certain eligibility, coverage and other determinations in the performance of its responsibilities under this Agreement in reliance on the information so provided, and shall not be required to confirm or verify the accuracy, authenticity or completeness of any information so provided. PAI's or its designee's only obligation hereunder shall be to compile such information accurately and to utilize such information in performing its responsibilities under this Agreement.

If the Plan Sponsor/Administrator does not purchase COBRA services from PAI, then this section is not applicable.

7. If Plan Sponsor/Administrator purchases 125 Plan Services from PAI, PAI or its designee shall:
- A. Provide sample announcement letters, sample communications materials for employee education and annual enrollment materials as requested by the Plan/Administrator.
 - B. Process employee reimbursement requests as directed by the Employer's Section 125 Plan, 125 Plan Master Application and IRS guidelines.
 - C. Provide toll-free customer service access via telephone.
 - D. Provide 125 Plan discrimination reports at the beginning and end of the year.
 - E. Provide standard monthly reports for reconciling amounts redirected to the 125 Plan. Standard monthly reports include:
 - 1) Reports detailing the monthly administrative fees;
 - 2) Reports detailing billing for employees; and,
 - 3) Reports detailing employees' elections and participation.
 - F. Not have any obligation or duty to maintain any accounts or handle funds on behalf of the Plan Sponsor/Administrator.

If the Plan Sponsor/Administrator does not purchase 125 Plan Services from PAI, then this section is not applicable.

EXHIBIT B

Claim Payment Services

1. PAI shall, in accordance with the terms of the Plan Document or other written agreements, as originally stated or as subsequently amended, do the following:
 - A. Promptly process claims with respect to covered persons and calculate the amounts due and payable in accordance with the Plan Document.
 - B. Prepare for signature by the authorized party, process and distribute payment checks drawn on the Plan's checking account.
 - C. Prepare and submit all reports and notices of claims to the reinsurer in a time and manner required by the Excess Loss Insurance Policy; maintain records reasonably required by the reinsurer and furnish to the reinsurer upon request, all pertinent data with respect to Covered Persons as required by the Excess Loss Insurance Policy; or perform any other duty in a time and manner as specified in the Excess Loss Insurance Policy. PAI shall promptly notify Plan Sponsor/Administrator of any notices received by PAI from the reinsurer, and promptly forward Excess Loss Insurance reimbursements received from the reinsurer to the Plan Sponsor/Administrator.
 - D. Maintain current and complete records and files of claim payments for each covered person in accordance with PAI's current practices.
 - E. Request, as needed, any Medical Records necessary with which to process claims and file claims reimbursements with the Excess Loss (Stop Loss) carrier on behalf of the Plan Sponsor/Administrator. The Plan Sponsor/Administrator shall be responsible for any expenses incurred in obtaining these Medical Records. This expense will be charged against the Plan Sponsor/Administrator's claims account.
 - F. Submit the following claims related reports to the Plan Sponsor/Administrator:
 1. Check register;
 2. Monthly Individual Specific Analysis (policy year); Benefit Analysis (month-to-date) and Coverage Analysis;
 3. Loss Ratio Report and Benefit Analysis (year-to-date);
 4. The reports in items 1 through 3 above, if requested at intervals other than specified above, will be provided for an additional fee. Non-standard reports such as Cost Containment, Lag Studies, or other program reports, can also be provided for an additional fee. Any such additional fees will be pre-approved by the Plan Sponsor/Administrator.
 - G. Conduct reviews of all written appeals of claim decisions. Claims appeal findings and determinations are subject to the Plan Sponsor/Administrator's right for final approval or denial.

EXHIBIT C

Agreement Regarding Disclosure of Group Claim Information

HIPAA

1. HIPAA. For purposes of this Section 1, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to the Administrative Services Agreement (the "Agreement").
 - A. Privacy of Protected Health Information.
 - i. PAI is permitted or required to use or disclose Protected Health Information ("PHI") it creates or receives for or from Plan Sponsor/Administrator's health plan or to request PHI on Plan Sponsor/Administrator's health plan's behalf as follows:
 - a. PAI is permitted to request the PHI on Plan Sponsor/Administrator's health plan's behalf, and to use and to disclose the Minimum Necessary PHI to perform functions, activities, or services for or on behalf of Plan Sponsor/Administrator's health plan, as specified in this Agreement.
 - b. PAI may use or disclose PHI it creates for or receives from Plan Sponsor/Administrator as necessary for data aggregation purposes. PAI may use the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities. PAI may disclose the PHI for PAI's proper management and administration or to carry out PAI's legal responsibilities only if:
 - 1) The disclosure is required by law; or
 - 2) PAI obtains reasonable assurances, in the form of a written contract, from any person or organization to which PAI will disclose PHI that the person or organization will hold such PHI in confidence and use or further disclose it only for the purpose for which PAI disclosed it to the person or organization or as required by law, and promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - ii. PAI will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Plan Sponsor/Administrator's Electronic Protected Health Information that PAI creates, receives, maintains, or transmits on Plan Sponsor/Administrator's behalf as required by the HIPAA Security Rule and as required by the HITECH Act. PAI also shall develop and implement policies and procedures and meet the HIPAA Security Rule documentation requirements as required by the HITECH Act. PAI agrees to mitigate, to the extent practicable, any harmful effect that is known to PAI of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - iii. PAI will require any of its subcontractors and agents to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security obligations as PAI with respect to such PHI.
 - iv. PAI's use, disclosure or request of PHI shall utilize a limited data set if practicable. Otherwise, PAI will, in its performance of the functions, activities, services, and operations allowed or required by this Agreement, make reasonable efforts to use, to disclose, and to request of a covered entity only the minimum amount of Plan Sponsor/Administrator's PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request.
 - v. PAI will neither use nor disclose PHI except as permitted or required by this Exhibit, or as required by law.
 - B. Individual Rights.
 - i. PAI will, within a reasonable time after Plan Sponsor/Administrator's request, make available to Plan Sponsor/Administrator or, at Plan Sponsor/Administrator's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies, any PHI about the individual that is in PAI's custody or control, so that Plan Sponsor/Administrator may meet its access obligations under 45 C.F.R. § 164.524.
 - ii. PAI will, upon receipt of notice from Plan Sponsor/Administrator, promptly amend any applicable portion of the PHI under 45 C.F.R. § 164.526.

- iii. Disclosure Accounting.
 - a. PAI will record information concerning each disclosure of PHI, not excepted from disclosure tracking under Section 1(b)(iii)(b) below, that PAI makes to Plan Sponsor/Administrator or a third party. For repetitive disclosures made by PAI to the same person or entity for a single purpose, PAI may provide (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. PAI will make this disclosure information available to Plan Sponsor/Administrator within a reasonable time after Plan Sponsor/Administrator's request.
 - b. PAI need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Plan Sponsor/Administrator in writing permits or requires: (i) for purposes of treating the individual who is the subject of the PHI disclosed, payment for that treatment, or for the healthcare operations PAI; (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI disclosed; (iv) to persons involved in that individual's healthcare or payment related to that individual's healthcare; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c. PAI must have available for Plan Sponsor/Administrator the disclosure information required by Section 1(b)(iii)(a) above for the six (6) years preceding Plan Sponsor/Administrator's request for the disclosure information (except PAI need have no disclosure information for disclosures occurring before the effective date of the Agreement).
 - iv. PAI will comply with any reasonable requests for restriction requests or confidential communications of which it is aware and to which Plan Sponsor/Administrator agrees pursuant to 45 C.F.R. § 164.522 (a) or (b).
 - v. In addition to the obligations described above, PAI will provide such additional individual rights to access and accounting as mandated by and, where applicable, the HITECH Act. Specifically, PAI shall make such access information available in an electronic format where directed by Plan Sponsor/Administrator. In addition, PAI shall include within its accounting, disclosures for payment and health care operations purposes where such recording or accounting is required by the HITECH Act. PAI further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.
 - vi. Where PAI is contacted directly by an individual based on information provided to the individual by Plan Sponsor/Administrator and where so required by the HITECH Act and/or any accompanying regulations, PAI shall make such disclosure information available directly to the individual.
 - vii. PAI will make its internal practices, books, and records, relating to its use and disclosure of PHI, available to the U.S. Department of Health and Human Services to determine Plan Sponsor/Administrator's compliance with 45 C.F.R. Parts 160-64 or the Agreement.
- C. Other Plan Sponsor/Administrator Responsibilities.
- i. Plan Sponsor/Administrator shall promptly provide PAI with Plan Sponsor/Administrator's health plan's notice of privacy practices and any changes to such notice.
 - ii. Plan Sponsor/Administrator shall provide PAI with any changes to, or revocation of, authorization by an individual to use or disclose PHI, to the extent such changes affect PAI's permitted or required uses and disclosures.
- D. Breach of Privacy Obligations.
- i. PAI agrees to report to Plan Sponsor/Administrator any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
 - ii. In the event Plan Sponsor/Administrator determines that PAI has materially breached this Section 1, Plan Sponsor/Administrator may terminate the Agreement upon thirty (30) days prior written notice to PAI and PAI fails to cure the breach within such thirty (30) day period.

- iii. Obligations upon Termination. Upon termination, cancellation, expiration or other conclusion of this Agreement, PAI will, at its sole discretion and if feasible, return to Plan Sponsor/Administrator or destroy all PHI. If PAI agrees to return Plan Sponsor/Administrator's PHI, all costs related to the return of such PHI will be paid by Plan Sponsor/Administrator. PAI may identify any PHI that cannot feasibly be returned to Plan Sponsor/Administrator or destroyed. PAI will limit its further use or disclosure of that PHI that is not returned or destroyed.
 - iv. If for any reason Plan Sponsor/Administrator determines that PAI has breached these terms and such breach has not been cured, but Plan Sponsor/Administrator determines that termination of the Agreement is not feasible, Plan Sponsor/Administrator may report such breach to the U.S. Department of Health and Human Services.
 - v. PAI will have the right to terminate this Agreement if Plan Sponsor/Administrator has engaged in a pattern of activity or practice that constitutes a material breach or violation of Plan Sponsor/Administrator's obligations regarding Plan Sponsor/Administrator's PHI and, on notice of such material breach or violation from PAI, fails to take reasonable steps to cure the breach or end the violation. If Plan Sponsor/Administrator fails to cure the material breach or end the violation within thirty (30) days after receipt PAI's notice, PAI may terminate this Agreement by providing Plan Sponsor/Administrator written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. If for any reason PAI determines that Plan Sponsor/Administrator has breached the terms of this Section 1 and such breach has not been cured, but PAI determines that termination of this Agreement is not feasible, PAI may report such breach to the U.S. Department of Health and Human Services.
- E. The Plan Sponsor/Administrator, as the plan sponsor of its self-funded group health plan, has amended the plan document to comply with the requirements of 45 CFR Sections 164.314(b) and 164.504(f)(2).
- F. Security Incident. If PAI becomes aware of any Security Incident, PAI shall report the same in writing to Plan Sponsor/Administrator as provided below. PAI agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident.
- i. In determining how and how often PAI shall report to Plan Sponsor/Administrator in writing the Security Incidents required above, both Plan Sponsor/Administrator and PAI agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor/Administrator and PAI agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further documentation, notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:
 - a. **Pings on a Party's firewall,**
 - b. **Port scans,**
 - c. **Attempts to log on to a system or enter a database with an invalid password or username,**
 - d. **Denial-of-service attacks that do not result in a server being taken off-line, and**
 - e. **Malware (e.g., worms, viruses).**
 - ii. Otherwise, PAI will document as required by 45 C.F.R. Part 164, Subpart C and report to Plan Sponsor/Administrator any successful unauthorized access, use, disclosure, modification, or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information of which PAI becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Plan Sponsor/Administrator's Electronic Protected Health Information; or (c) results in a breach of availability of Plan

Sponsor/Administrator's Electronic Protected Health Information, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after PAI becomes aware of the impact of such Security Incident upon Plan Sponsor/Administrator's Electronic Protected Health Information.

- G. In addition to any reporting obligations in this Agreement, PAI will report, following discovery and without unreasonable delay, but in no event later than sixty (60) days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. PAI agrees to mitigate, to the extent practicable, any harmful effect it knows to have resulted from Breach. Any such report shall include, to the extent possible, the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by PAI to have been, accessed, acquired, or disclosed during such Breach, along with any other information required to be reported under the HITECH Act and any accompanying regulations.
 - H. Plan Sponsor/Administrator represents and certifies that it is solely responsible for and has obtained consent from all members authorizing the release of PHI by PAI to Plan Sponsor/Administrator or, the Plan Sponsor/Administrator otherwise has the legal authority to review, access, and /or use such information.
 - I. Plan Sponsor/Administrator will only use claims information provided by PAI to administer the Plan Sponsor/Administrator's group health plan. This may include auditing, monitoring and evaluating the costs and performance PAI and the Plan Sponsor/Administrator's health plan. Plan Sponsor/Administrator will not use any information provided by PAI for any improper or illegal or unauthorized purpose.
 - J. PAI is prohibited from releasing alcohol and drug abuse patient information protected under 42 U.S.C. § 290dd-2(a) to Plan Sponsor/Administrator.
 - K. If the Plan Sponsor/Administrator accesses the Benefit Coordinator features of the PAI website, it will ensure that Protected Health Information is only accessed while the individual whose information is being accessed is present or such individual has otherwise consented to such access.
 - L. Plan Sponsor/Administrator will protect and safeguard the integrity, privacy and confidentiality of all Protected Health Information in accordance with all federal and state laws, regulations and guidelines governing and applicable to Protected Health Information. Plan Sponsor/Administrator will only use or further disclose Protected Health Information for the purpose for which PAI disclosed it to the Plan Sponsor/Administrator or as required by law, and will promptly notify PAI of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - M. If Plan Sponsor/Administrator requests that PAI disclose Protected Health Information to a third party, Plan Sponsor/Administrator agrees that it will indemnify and hold PAI harmless from any consequences from such disclosure. Plan Sponsor/Administrator will not require PAI to disclose information to any third party until such third party has executed PAI's disclosure agreement.
2. Compliance with Standard Transactions. For purposes of this Section 2, any reference to Plan Sponsor/Administrator shall include any group health plan administrated pursuant to this Agreement. If Plan Sponsor/Administrator conducts, in whole or part, Standard Transactions for or on behalf of Plan Sponsor/Administrator's health plan, Plan Sponsor/Administrator will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with 45 C.F.R. Part 162. All Standard Transactions submitted by the Plan Sponsor/Administrator or its subcontractors must be in a format that is acceptable to PAI.

EXHIBIT D - Administrative Services Only Agreement

Rate Schedule - Disclosure of Charges Billed by PAI

GROUP NAME: Ocoee County
FOR THE PERIOD FROM:

5 / 1 / 2020

TO:

4 / 30 / 2021

GROUP #: 817

(Rates are based on "Per Employee Per Month" unless otherwise stated.)

ADMINISTRATIVE SERVICE FEES:	SINGLE	FAMILY
Medical	\$15.72	\$15.72
Dental	\$4.30	\$4.30
Vision	\$0.00	\$0.00
Short Term Disability (STD)(PAI In-house)	\$0.00	\$0.00
Agent Commission	\$0.00	\$0.00
HIPAA Privacy Services	\$0.75	\$0.75
COBRA Services	\$1.35	\$1.35
MyCatalyst & Broker Fee	\$1.85	\$1.85
NY-HCRA Services	\$0.00	\$0.00

(Monthly NY-HCRA assessment fees will also apply if any subscribers are NY residents)

PPO NETWORK ACCESS FEES:

Preferred Blue	5% of savings	5% of savings
First Health	25% of savings	25% of savings
First Health	\$5.65 pepm	\$5.65 pepm
	\$0 pepm	\$0 pepm
	\$0 pepm	\$0 pepm
	\$0 pepm	\$0 pepm

PRE-CERTIFICATION, MEDICAL REVIEW + MANAGED CARE ACCESS FEE

Managed Care Services	included	included
Managed Care Services	2.50	2.50
Maternity Care	n/a	n/a
Health Management	n/a	n/a
Complex Care - setup fee per patient	n/a	n/a
Complex Care - ongoing fees per patient	n/a	n/a
24 hour Nurse Advisor - pepm	n/a	n/a
Smoking Cessation	n/a	n/a
Weight Management	n/a	n/a
Quit for Life	n/a	n/a
Cholesterol Management	n/a	n/a
Back Pain Management	n/a	n/a
Stress Management	n/a	n/a
Autism Management	n/a	n/a

PRESCRIPTION DRUG PROGRAM

Applicable Fee Schedule:	PBM:	Magellan Rx		
Per employee per month			\$3.00	\$3.00

ELECTRONIC ELIGIBILITY	ELIG Download Vendor:	ELIG Download Vendor:	\$0.00	\$0.00
DATA WAREHOUSE FEES:		PAI Analytics	0	0

OTHER CHARGES:	Description:	Description:	\$0.00	\$0.00
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STOP LOSS PREMIUMS: (Contract is between Group and Stop Loss Carrier. Not a PAI Contract)

Medical Specific per employee per month	\$77.43	\$211.90
Medical Specific Marketing Fee - PAI	\$4.55	\$12.46
Medical Specific Marketing Fee - Broker	\$9.11	\$24.83
Rolling Aggregate (medical) per employee per month	\$0.00	\$0.00
Medical Aggregate per employee per month	\$3.40	\$3.40
Medical Aggregate Marketing Fee - PAI	\$0.20	\$0.20
Medical Aggregate Marketing Fee - Broker	\$0.40	\$0.40

OTHER STOP LOSS INFORMATION ** Note: Please refer to your Stop Loss contract for information concerning:

- Specific Contract Basis
- Specific Deductible
- Aggregate Contract Basis
- Aggregate Attachment Point
- Maximum Claim Liability Funding Factors
- Any individuals on whom the Stop Loss carrier placed "lasers" or other limitations.
- All other stop loss contract terms and conditions.

** Note: Aggregate attachment point will be determined after final enrollment.

** Note: Contract ending check runs may be processed several working days prior to the end of the contract period, to enable proper and timely year-end closeout under Stop Loss requirements.

SYSTEM GENERATED REPORTS:

- Standard monthly reports
- Custom reports (per hour of programming time)

ONE-TIME SETUP FEE:

- Includes the initial production and printing of Plan Document
- Plan Building and Design (to include loading of benefit maximums if applicable)

PRINTING CHARGES

Employee Booklets: Actual Vendor Cost + 10% Processing Fee

Group ID Cards:

No charge for initial printing. If ID cards reproduced by PAI: Quote will be provided based on group size to include printing and mailing costs

* If plastic cards produced by PBM: Initial and Subsequent Printings = Actual Vendor Cost

PPO Directories: Actual Vendor Cost Plus Postage

Check Printing Charges: \$.16 per check

Sponsor/Administrator Initials

PAI

PAI Initials

PR

Exhibit D, Page 1

EXHIBIT D - Administrative Services Only Agreement

Division of Responsibilities

This Exhibit is a Disclosure of (1) All Charges Billed by PAI, and (2) Responsibilities of Parties to this Agreement.

GROUP NAME: Oconee County

GROUP #: 817

FOR THE PERIOD FROM: 5 /1 /2020

TO: 4 /30/2021

DIVISION OF RESPONSIBILITIES

	Plan Sponsor/ Administrator	PAI
Production of Plan Document Draft	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approval of the Final Plan Design and Plan Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Final Approval of Plan Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing Employee Booklets:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Group I.D. Cards		
a) Initial Plastic ID Cards, new group or bulk reprinting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Subsequent ID Cards, due to membership enrollment changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost of Printing or Copying PPO Directories (Initial and Subsequent Orders)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Printing of Membership Applications and Enrollment Forms		
Standard PAI Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Custom Forms Requested by Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Banking:		
a) Claims Checking Account Owned and Maintained By	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Reconciliation of Claims Checking Account	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Escheat/Unclaimed Funds compliance and reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Signature of Claims Checks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cost of Printing Plan Sponsor Claims Check Stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plan Sponsor/Administrator Audit Fees, Bank Fees, Attorney + Other Legal Expenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Medical Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fees for Discounts Obtained and Applied to Non-Network Claims	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reconciliation of PAI's monthly fixed cost invoice to employment records	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preparation and Filing of Form 5500	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(PAI will furnish summary information to assist PAI Sponsor/Administrator with Form 5500)		
1099 Forms:		
Preparation, printing, and mailing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Filing of Forms 1099 and other related information returns with governmental authorities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Responsibility for Obtaining Prior Claim Files, Billings and/or Other Required Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refunds:		
* If refund due to Plan Sponsor/Administrator is identified by and obtained through a Medical Provider Audit Firm (MPAF), MPAF's fee is to be paid by the Plan Sponsor/Administrator. (MPAF fees range from 10% to 15% of the refund secured for the Plan Sponsor/Administrator)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* If subrogation refund due to the Plan Sponsor/Administrator is obtained through the efforts of the BCBSSC Subrogation Research Department, BCBSSC's 30% fee is to be paid by the Plan Sponsor/Administrator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* All refunds identified by PAI, will be sought by PAI.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Out of Network Claims Negotiation Fee: 25% of savings to be paid by the Plan Sponsor/Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sponsor/Administrator Initials <u>AB</u>	PAI Initials <u>PR</u>	

Exhibit D, Page 2

**SELF-FUNDED
PLAN DOCUMENT
FOR**



GROUP MEDICAL PLAN

Effective Date: May 1, 2019

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Capitalized terms are defined in the Definitions section of this Plan Document.

ABOUT YOUR PLAN

Because of the dramatic increase in the cost of medical care, group health Plans encourage and reward those covered individuals who are selective in their purchase of medical services.

Please review this booklet, which describes your health Plan. Be a selective medical consumer and assume the major role in keeping the cost of medical services at a minimum.

Your Plan Sponsor has established a comprehensive Group Health Plan (“Plan”) for its Employees. In connection with the Plan, your Plan Sponsor has retained the services of *Planned Administrators, Inc.* (“PAI”) (a third-party administrator) to process and pay health claims and to provide administrative services in connection with the operation of this Plan of Benefits. PAI has contracted with **BlueCross BlueShield of South Carolina Preferred Blue, First Health and First Health Travel** as the Preferred Provider Organizations (“PPOs”).

You will receive maximum Benefits when you use Providers who participate in the PPO Program (the term “PPO Providers” is explained further below) and when you obtain authorization (when required) for services. You will pay more if you do not use PPO Providers or if you do not obtain prior authorization (unless it is an emergency). This information explains how to obtain authorization for services or supplies covered under this Plan.

It is your responsibility to ensure that your Provider is a PPO Provider. You should verify your Provider’s status before services are rendered. To verify whether your Provider is a PPO Provider, you may:

- Ask the Provider if they participate in the PPO program referenced above.
- See the appropriate website for Provider information. Link available on www.paisc.com.
- Call PAI.*

* The methods of verifying PPO participation may have timing differences between when a Provider is participating in the PPO or terminating from the PPO. The preferable method of obtaining the most correct information is to ask your Provider.

For South Carolina Employees, the BlueCross BlueShield Preferred Blue Network is the PPO for this Group Health Plan. For Employees living outside of South Carolina, the PPO is First Health. Employees traveling outside of their home networks, will have access to First Health Travel.

PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies (as listed in the Definitions section) that have a written agreement with the PPO. Under their agreement with the PPO, PPO Providers will:

- File all claims for Benefits or supplies with PAI;
- Ask you to pay only the Deductible, per occurrence Copays and Coinsurance amounts, if any, for Benefits;
- Accept the preferred allowance as payment in full for Covered Expenses;
- Make sure that all necessary approvals are obtained from the Medical Services Department.

Non-PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, hospices, doctors and other Providers of medical services and supplies that are not under contract with the PPO. Non-PPO Providers can bill you their total charge. They may ask you to pay the total amount of their charges at the time you receive services or supplies, or to file your own claims, and you will need to obtain any necessary approvals for benefits to be paid. In addition to Deductibles and Coinsurance, you are responsible for the difference between the Non-PPO Provider’s charge and the Allowed Amount for Covered Expenses.

Although Benefits typically are reduced when you use a Non-PPO Provider, Benefits provided by a Non-PPO Provider will be covered at the PPO Provider level under these circumstances:

- In the event treatment is for an Emergency Medical Condition as defined in this Plan of Benefits and PPO Provider care is not available;
- For Dependents living out of state;
- For treatment by a Specialist when a PPO Provider Specialist is not available;
- For Non-PPO Provider ancillary services rendered in a PPO Provider Hospital, and/or
- The Participant requires a transplant and the transplant is performed at a Centers of Excellence (COE) facility.

Out-of-area Emergency Provision—If a Participant receives care for an Emergency Medical Condition from a Non-Participating Provider, the Plan will pay for Benefits at a PPO Provider level of Benefits if all of these conditions are met:

- You were traveling for reasons other than seeking medical care when the Emergency Medical Condition occurred.
- You were treated for an Accidental injury or new Emergency Medical Condition.

Benefits under this provision are subject to the Deductibles or Copays, Coinsurance and all Plan of Benefits maximums, limits and exclusions.

If you have claims that meet all of these conditions, write or call PAI. PAI will review your claims to determine if additional Benefits can be provided.

Customer Service

PAI is committed to helping you understand your coverage and obtain maximum Benefits on your claims. If you have questions about your coverage, you may call or write PAI at:

Planned Administrators, Inc.
Attn: Claims
P.O. Box 6927
Columbia, SC 29260
800-768-4375
www.paisc.com

Once a claim has been processed, you will have access to an Explanation of Benefits (EOB) at www.paisc.com or by contacting customer service. An EOB also will be mailed to you. The EOB explains who provided the care, the kind of service or supply received, the amount billed, the Allowed Amount, the Coinsurance rate and the amount paid. It also shows Benefit Year Deductible information and the reasons for denying or reducing a claim.

Time Limits to File a Claim

Claims should be filed within 180 days of the date charges were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than that date will be decline unless:

- a. it is not reasonably possible to submit the claim in that time;
- b. the claim is submitted within one year from the incurred date. This one year period will only apply when the person is not legally capable of submitting the claim, and the Plan Administrator has final authority to decide whether there is sufficient cause for a claim to be considered beyond the 180 day filing limit.

Authorized Representatives and Representatives designated under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Unless expressly permitted by law, you and your Dependent's PHI generally cannot be released to any other person without your or your Dependent's consent. Nevertheless, there are instances when you may want someone to discuss your PHI with PAI or receive an Explanation of Benefits etc. to manage your care. In order to comply with applicable laws and also to comply with your request, you must sign a written authorization form. To obtain a copy of the form, please log in to your Member page at www.paisc.com and click on the Forms tab where you will find the PAI HIPAA Forms option. You can print this form and mail to the PAI address, or you can call 800-768-4375 for a copy of the form.

A Provider may be considered a Participant's authorized representative without a specific designation by the Participant when the claim request is for an Urgent Care Claim. A Provider may be a Participant's authorized representative with regard to non-Urgent Care Claims for Benefits or an appeal of an Adverse Benefit Determination only when the Participant gives the Plan supervisor a specific written designation in a format that is reasonably acceptable to PAI to act as an authorized representative. All information and notifications will continue to be directed to the Participant unless the Participant gives contrary directions.

This Plan Sponsor believes this Plan of Benefits is a "grandfathered health Plan" under the Affordable Care Act ("ACA"). As permitted by ACA, a grandfathered health Plan can preserve certain basic health coverage that already was in effect when that law was enacted. Being a grandfathered health Plan means that this Plan of Benefits may not include certain consumer protections of ACA that apply to other Plans; for example, the requirement for the provision of preventive health services without any cost sharing. Nevertheless, grandfathered health Plans must comply with certain other consumer protections in ACA; for example, the elimination of lifetime limits on Benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health Plan and what might cause a Plan to change from grandfathered health Plan status can be directed to the Plan Administrator at the number on your Identification Card. For ERISA Plans, the Participant also may contact the Employee Benefits Security Administration, U.S. Department of Labor, at 866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health Plans.

PREAUTHORIZATION

To receive the maximum Benefits, certain types of services and equipment and all Admissions require Preauthorization in order to be covered under the Plan. Depending on the type of service, either the BlueCross BlueShield of South Carolina Medical Review Department or Companion Benefit Alternatives, Inc. (“CBA”) must give advance authorization for the services and equipment that require Preauthorization and for all Admissions.

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Preauthorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Preauthorization. Each Participant is responsible for obtaining Preauthorization and the appropriate review. If Preauthorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Preauthorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Preauthorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Preauthorization is obtained through these procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Preadmission Review.
2. For all Admissions that result from an Emergency Medical Condition, Preauthorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approved through the initial review process, Preauthorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Preauthorization, Preauthorization is granted or denied in the course of the Preauthorization process.
5. For items requiring Preauthorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Preauthorization are listed on the Schedule of Benefits.

Who to Call for Preauthorization

For Preauthorization for medical care, call the BlueCross BlueShield of South Carolina Medical Review Department at 800-652-3076.

For Preauthorization for Inpatient Mental Health Services, Mental Health Conditions or Substance Abuse Services, call CBA at 800-868-1032. CBA is a Mental Health and Substance Abuse subsidiary of BlueCross BlueShield of South Carolina.

If you are unsure if Preauthorization is required, call PAI customer service. Nevertheless, customer service representatives cannot give approval for services.

These numbers also are on the back of your Identification Card. Be sure to keep your Identification Card with you at all times, since you never know when you may need to reach us.

When you call for Preauthorization, you will be asked for this information:

- Your name and ID number
- Participant’s Employer
- The patient’s name and relationship to you
- The Provider’s name, address and phone number
- If applicable, the Hospital or Skilled Nursing Facility’s name, address and phone number
- The reason the requested service, supply or Admission is necessary

After careful review, your Physician and Hospital will be notified whether the service, supply or Admission is approved as Medically Necessary and how long the approval is valid.

If you are or a Dependent is undergoing a human organ and/or tissue Transplant, written approval must be obtained in advance [and the procedure must be done at a facility that PAI designates]. **If PAI does not pre-approve these services in writing** [or they are not done by a Provider PAI designates], then this Plan will not pay any Benefits.

If your Physician recommends services and supplies for you or your Dependent for any reason, make sure you tell your Physician that your health insurance Plan requires Preauthorization. Participating Providers will be familiar with this requirement and will get the necessary approvals.

Please note that if your claim for services or Benefits is denied, you may request further review under the guidelines set out in the Claims Filing and Appeal Procedures section of this booklet. Remember that a denial of a Preauthorization is a denied claim for purposes of an appeal.

CLAIMS FILING AND APPEAL PROCEDURES

A. CLAIMS FILING PROCEDURES

1. Where a Participating Provider renders services, generally the Participating Provider should either file the claim on a Participant's behalf or provide an electronic means for the Participant to file a claim while the Participant is in the Participating Provider's office. Nevertheless, the Participant is responsible for ensuring that the claim is filed.
2. Written notice of receipt of services on which a claim is based must be furnished to PAI, at its address listed in this booklet, within twenty (20) days of the beginning of services, or as soon thereafter as is reasonably possible. Failure to give notice within the time does not invalidate nor reduce any claim if the Participant can show that it was not reasonably possible to give the notice within the required time frame and if notice was given as soon as reasonably possible. Upon receipt of the notice, PAI will furnish or cause a claim form to be furnished to the Participant. If the claim form is not furnished within fifteen (15) days after PAI receives the notice, the Participant will be deemed to have complied with the requirements of this Plan of Benefits as to proof of loss. The Participant must submit written proof covering the character and extent of the services within this Plan of Benefits' time fixed for filing proof of loss.
3. For Benefits not provided by a Participating Provider, the Participant is responsible for filing claims with PAI. When filing the claims, the Participant will need:
 - a. A claim form for each Participant. Participants can get claim forms from PAI at the telephone number indicated on the Identification Card or via the website, www.paisc.com.
 - b. Itemized bills from the Provider(s). These bills should contain the:
 - i. Provider's name and address;
 - ii. Participant's name and date of birth;
 - iii. Participant's Identification Card number;
 - iv. Description and cost of each service;
 - v. Date that each service took place;
 - vi. Description of the illness or injury and diagnosis.
 - c. Participants must complete each claim form and attach the itemized bill(s) to it. If a Participant has other insurance that already paid on the claim(s), the Participant also should attach a copy of the other Plan's Explanation of Benefits notice.
 - d. Participants should make copies of all claim forms and itemized bills for the Participant's records, since they will not be returned. Claims should be mailed to PAI's address listed on the claim form.
4. PAI must receive the claim within ninety (90) days after the beginning of services. Failure to file the claim within the ninety (90) day period, however, will not prevent payment of Covered Expenses if the Participant shows it was not reasonably possible to file the claim timely, provided the claim is filed as soon as is reasonably possible. Except in the absence of legal capacity, claims must be filed no later than twelve (12) months following the date services were received.
5. Receipt of a claim by PAI will be deemed written proof of loss and will serve as written authorization from the Participant to PAI to obtain any medical or financial records and documents useful to the Plan of Benefits. The Plan of Benefits, however, is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only on the basis of the information supplied at the time the claim was processed. Any party who submits medical or financial reports and documents to PAI in support of a Participant's claim will be deemed to be acting as the agent of the Participant. If the Participant desires to appoint an Authorized Representative in connection with such Participant's claims, the Participant should contact PAI for an Authorized Representative form.

6. There are four (4) types of claims: Pre-Service Claims, Urgent Care Claims, Post-Service Claims, and Concurrent Care Claims. The Group Health Plan will make a determination for each type of claim within these time periods:
 - a. Pre-Service Claim
 - i. A determination will be provided in writing or in electronic form within a reasonable period of time, appropriate to the medical circumstances, but no later than fifteen (15) days from receipt of the claim.
 - ii. If a Pre-Service Claim is improperly filed, or otherwise does not follow applicable procedures, the Participant will be sent notification within five (5) days of receipt of the claim.
 - iii. An extension of fifteen (15) days is permitted if PAI (on behalf of the Group Health Plan) determines, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial fifteen (15) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.
 - b. Urgent Care Claim
 - i. A determination will be sent to the Participant in writing or in electronic form as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours from receipt of the claim.
 - ii. If the Participant's Urgent Care Claim is determined to be incomplete, the Participant will be sent a notice to this effect within twenty-four (24) hours of receipt of the claim. The Participant then will have forty-eight (48) hours to provide the additional information. Failure to provide the additional information within forty-eight (48) hours may result in the denial of the claim.
 - iii. If the Participant requests an extension of Urgent Care Benefits beyond an initially determined period and makes the request at least twenty-four (24) hours prior to the expiration of the original determination period, the Participant will be notified within twenty-four (24) hours of receipt of the request for an extension.
 - c. Post-Service Claim
 - i. A determination will be sent within a reasonable time period, but no later than thirty (30) days from receipt of the claim.
 - ii. An extension of fifteen (15) days may be necessary if PAI (on behalf of the Group Health Plan) determines, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial thirty (30) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.

d. Concurrent Care Claim

The Participant will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction or termination to allow the Participant time to appeal the decision before the Benefits are reduced or terminated.

7. Notice of Determination

- a. If the Participant's claim is filed properly, and the claim is in part or wholly denied, the Participant will receive notice of an Adverse Benefit Determination. This notice will:
 - i. State the specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference the specific Plan of Benefits provisions on which the determination is based;
 - iii. Describe additional material or information, if any, needed to complete the claim and the reasons such material or information is necessary;
 - iv. Describe the claims review procedures and the Plan of Benefits and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review;
 - v. Disclose any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request);
 - vi. If the reason for denial is based on a lack of Medical Necessity, or Experimental or Investigational services exclusion or similar limitation, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request).
- b. The Participant will also receive a notice if the claim is approved.

B. APPEAL PROCEDURES FOR AN ADVERSE BENEFIT DETERMINATION

1. The Participant has one hundred eighty (180) days from receipt of an Adverse Benefit Determination to file an appeal. An appeal must meet these requirements:
 - a. An appeal must be in writing;
 - b. An appeal must be sent (via U.S. mail or FAX) at the address or FAX number below:

Planned Administrators, Inc.
Attention: Appeals
P.O. Box 6927
Columbia, SC 29260
FAX 803-870-8012
 - c. The appeal request must state that a formal appeal is being requested and include all pertinent information regarding the claim in question;
 - d. An appeal must include the Participant's name, address, identification number and any other information, documentation or materials that support the Participant's appeal.
2. The Participant may submit written comments, documents, or other information in support of the appeal, and will (upon request) have access to all documents relevant to the claim. A person other than the person who made the initial decision will conduct the appeal. No deference will be afforded to the initial determination.
3. If the appealed claim involves an exercise of medical judgment, the Plan Sponsor will consult with an appropriately qualified health care practitioner with training and experience in the relevant field of medicine. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on the appeal.

4. The final decision on the appeal will be made within the time periods specified below:
 - a. Pre-Service Claim

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than thirty (30) days after receipt of the appeal.
 - b. Urgent Care Claim

The Participant may request an expedited appeal of an Urgent Care Claim. This expedited appeal request may be made orally, and the Plan Sponsor will communicate with the Participant by telephone or facsimile. The Plan Sponsor will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than seventy-two (72) hours after receipt of the request for an expedited appeal.
 - c. Post-Service Claim

PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, but no later than sixty (60) days after receipt of the appeal.
 - d. Concurrent Care Claim

The Plan Sponsor will decide the appeal of Concurrent Care Claims within the time frames set forth in the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, item 4 a.-c., depending on whether such claim also is a Pre-Service Claim, an Urgent Care Claim or a Post-Service Claim.
5. Notice of Final Internal Appeals Determination
 - a. If a Participant's appeal is denied in whole or in part, the Participant will receive notice of an Adverse Benefit Determination.
 - i. State specific reason(s) for the Adverse Benefit Determination;
 - ii. Reference specific provision(s) of the Plan of Benefits on which the Benefit determination is based;
 - iii. State that the Participant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for Benefits;
 - iv. Disclose and provide any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination
 - v. If the reason for an Adverse Benefit Determination on appeal is based on a lack of Medical Necessity, or Experimental or Investigational services or other limitation or exclusion, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request);
 - vi. Include a statement regarding the Participant's right to bring an action under section 502(a) of ERISA.
 - b. The Participant will also receive a notice if the claim on appeal is approved.
6. The Plan Sponsor may retain PAI to assist the Plan Sponsor in making the determination on appeal. Regardless of its assistance, PAI is acting only in an advisory capacity and is not acting in a fiduciary capacity. The Plan Sponsor at all times retains the right to make the final determination.

CASE MANAGEMENT

Case management is provided through a contract between PAI and BlueCross BlueShield of South Carolina.

COMPREHENSIVE CASE MANAGEMENT

In the event of a serious or catastrophic illness or injury, this Plan of Benefits provides for a comprehensive case management program. The comprehensive case management program is a patient-centered approach to developing a comprehensive plan of cost-effective health care. The services provided under the case management program include:

- A. Evaluation and assistance for the Participant to help develop a plan of services to meet specific needs;
- B. Assistance with obtaining unusual equipment or supply needs;
- C. Assistance in home care planning and implementation;
- D. Arrangements for needed nursing/caregiver services;
- E. Providing help with assessment of rehabilitation needs and Provider arrangements;
- F. Offering appropriate and effective alternative care/therapy suggestions for Mental Health Services and/or Substance Abuse Services as determined by medical care review;
- G. Monitoring and assuring treatment programs and interventions for Mental Health Services and/or Substance Abuse Services;
- H. Functioning as an effective resource for information on treatment facilities and available care for Mental Health Services and/or Substance Abuse Services.

The case management program is voluntary and will not provide Benefits in excess of those ordinarily available under the Plan.

ALTERNATIVE TREATMENT PLAN UNDER CASE MANAGEMENT

In the course of the case management program, the Plan Administrator shall have the right to alter or waive the normal provisions of this Plan of Benefits when it is reasonable to expect a cost-effective result without a sacrifice to the quality of patient care.

Benefits provided under this section are subject to all other Plan of Benefits provisions. Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Participant or any other Participant. Nothing contained in this Plan of Benefits shall obligate the Plan Administrator to approve an alternative treatment plan.

MEDICAL SCHEDULE OF BENEFITS

This Schedule of Benefits and the Benefits described herein are subject to all terms and conditions of the Plan of Benefits. In the event of a conflict between the Plan of Benefits and this Schedule of Benefits, the Schedule of Benefits shall control. Capitalized terms used in this Schedule of Benefits have the meaning given to such terms in the Plan of Benefits. Percentages stated are those paid by the Group Health Plan. Covered Expenses will be paid only for Benefits that are Medically Necessary.

Benefit Year is from January 1st – December 31st.

Deductibles:

Benefit Year Deductible: Benefits with an “*” indicate that the Benefit Year Deductible is waived.	\$300 per Participant per Benefit Year at a Participating Provider, limited to \$900 per family \$550 per Participant per Benefit Year at a Non-Participating Provider, limited to \$1,650 per family
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Benefit Year Deductible and any Copays must be met before any Covered Expenses are paid. The Copay for each Hospital Admission is \$250 at a Participating Provider and \$500 at a Non-Participating Provider.

Maximums:

Annual Out-of-Pocket Maximum:	\$3,000 per Participant and \$6,000 per family at a Participating Provider \$6,500 per Participant and \$13,000 per family at a Non-Participating Provider Allowed Amounts are paid at 100% after the Out-of-Pocket Maximum is met. Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Participating and Non-Participating Provider Out-of-Pocket Maximums. Benefit Year Deductibles, Penalties and Copays do not contribute to the Out-of-Pocket Maximum determination, nor does the percentage of reimbursement change from the amount indicated on the Schedule of Benefits.
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Preauthorization Requirements:

- ◆ **All Admissions require Preauthorization**—If Preauthorization is not obtained for services at a Participating Provider, room and board charges will be denied. Preauthorization for services at a Non-Participating Provider is your responsibility, and you will be responsible for the first \$1,000 if it is not obtained.

INPATIENT HOSPITAL SERVICES:	PPO:	Non-PPO:
Preauthorization required		
Room and Board:		60%
Semi-private room rate:	80%	
Private room rate:	90%	
Skilled Nursing Facility:	80%	60%
Limited to 100 days per Benefit Year—Per Admission Copay does not apply		
Residential Treatment Facility:	80%	60%
Physical Rehabilitation Facility:	80%	60%
Intensive Care Unit, Cardiac Care Unit, Burn Unit:	80%	60%
Newborn Nursery:	80%	60%
Physician Expenses:	80%	60%
Radiology/Pathology Charges:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Anesthesia:	80%	60%
Inpatient Prescription Drugs Only:	80%	60%

OUTPATIENT SERVICES:	PPO:	Non-PPO:
Hospital Surgical Services:	80%	60%
Hospital and Physician Charges:	80%	60%
Emergency Room Charges:	\$100 Copay per visit,	\$100 Copay per visit,
Copay waived if admitted	then 80%	then 60%
Preadmission Testing:	80%	60%
Anesthesia:	80%	60%
Cardiac Rehabilitation:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Diagnostic X-ray, Laboratory, Pathology, and Radiology:	80%	60%

PHYSICIAN OFFICE SERVICES:	PPO:	Non-PPO:
Surgery:	\$25 Copay, then *100%	60%
Physician Office Visit:	\$25 Copay, then *100%	60%
Including Lab, X-ray, Pathology, Radiology, Supplies, Mental Health, Substance Abuse, Injections, MRI, CT Scans or Allergy Services		
Allergy Injections:	\$25 Copay, then *100%	60%
Copay applies with or without Office Visit		
Birth Control Device Surgery:	\$25 Copay, then *100%	60%
Includes Implanon, IUD and Norplant		
Radiology, Pathology, X-ray, Labs, Supplies , MRI, CT Scans and Injections (other than Allergy Injections) billed separate from Office Visit:	80%	60%
Note: Office Visit Copay applies to all services rendered in a physician's office and billed by the physician . Lab, X-ray or other services billed by another entity will be subject to applicable deductible and coinsurance provisions.		
Diagnostic Hearing Exam:	\$25 Copay, then *100%	60%

OTHER SERVICES:	PPO:	Non-PPO:
Chiropractic Care: Limited to 24 visits per Benefit Year	80%	60%
Hospice Care:	80%	60%
Bereavement Counseling: Limited to 3 visits within 12 months of death	*80%	80%
Home Health Care:	80%	60%
Durable Medical Equipment (DME):	80%	60%
Prosthetics:	80%	60%
Second Surgical Opinion (not mandatory):	*100%	*100%
Human Organ/Tissue Transplants: Preauthorization required	80%	60%
Ambulance:	*80%	*80%
Physical /Occupational/Speech Therapy:	80%	60%
Radiation Therapy and Chemotherapy:	80%	60%
Diagnostic Colonoscopies:	80%	60%
Orthotics: Limited to initial appliance only	80%	60%
Maternity Care:	80%	60%
Private Duty Nursing:	80%	60%
Refractive Eye Surgery: Includes Lasik, PRK, Radial Keratotomy and any similar procedures Limited to lifetime maximum of \$1,000 per eye	50%	50%
Wig after Chemotherapy:	*80%	*80%
All Other Benefits:	80%	60%

WELLNESS SERVICES:	PPO:	Non-PPO:
Copay only applies if office visit is billed		
Annual Physical Exam:	\$25 Copay, then *100%	*60%
Annual Gynecological Exam or Prostate Exam:	\$25 Copay, then *100%	*60%
Well-Child Care: Immunizations are covered at 100%, not subject to Benefit Year deductible or Copay	\$25 Copay, then *100%	*60%
Routine Mammograms: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk.	*100%	*60%
Adult and Child Immunizations: Based on CDC guidelines including administration fees (except those required for travel)	*100%	*60%
Routine Colonoscopies: Limited to one every 10 years for Participants age 50 or over	\$25 Copay, then *100%	*60%
Routine Hearing Exams:	\$25 Copay, then *100%	*60%
BlueCross BlueShield of South Carolina Mammography Network Provider:		
Routine Mammogram: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk.	*100%	

PREScription DRUG BENEFITS

Prescription Drug Benefits are subject to all of the Prescription Drug Exclusions listed in this document.

Prescription Drugs are provided through the Magellan Rx Prescription Drug Program. Magellan Rx uses the Medispan defined drug/therapeutic classification for product coverage and exclusion. Prescription Drugs will be covered in this manner:

Participating Pharmacies:

Copay per prescription (30-day supply maximum per prescription):

Brand Name Drug	30% up to a maximum of \$250 per prescription
Generic Drug	\$3 Copay, then 100%

Participating Pharmacies:

Copay per prescription (90-day supply maximum available for **Maintenance Drugs** at all retail locations):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$6 Copay, then 100%

Mail Service Pharmacy:

Copay per prescription (90-day supply maximum per prescription):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$6 Copay, then 100%

All Specialty Drugs require Preauthorization. (limited to 30-day supply at retail and mail order locations)

***Over the counter Smoking deterrents are covered at the Generic Copay.**

***Anti-Obesity prescription drugs are covered.**

***Contraceptives are covered to include injectables, orals, patches and IUDs.**

A Participant will pay the difference in price between the Brand Name Drug and its generic equivalent when a brand name drug is dispensed (up to a maximum of \$225). This differential is in addition to the Brand Name Copayment. However, if there is no Generic bioequivalent available, there will be no additional cost of the Participant (other than the Brand Name Copay).

MEDICARE PART D NOTICE

The prescription benefits offered by this Benefit Plan are considered “Creditable” for purposes of the CMS/Medicare Part D drug benefit option. This means that the Benefits offered by this Plan are generally the same as, or better than, what would be available under an approved Part D drug option plan. The determination that this Plan’s drugs coverage is “Creditable” is important. As such, if you participate in this Plan’s prescription drug Benefit program, and are also eligible for CMS/Medicare coverage but do not elect a CMS/Medicare Part D option, CMS/Medicare will not penalize you with higher premiums should you elect to participate in such a program in the future.

It is important to note that the “Creditable” coverage provided by this Plan could be forfeited in the event there is a break in coverage of 63 days or more before enrolling in an approved Part D plan.

MEDICAL BENEFITS

A. Payment

The payment of Covered Expenses for Benefits is subject to all terms and conditions of the Plan of Benefits and the Schedule of Benefits. In the event of a conflict between the Plan of Benefits and the Schedule of Benefits, the Schedule of Benefits controls. Covered Expenses will be paid only for Benefits:

1. Performed or provided on or after the Participant Effective Date;
2. Performed or provided prior to termination of coverage;
3. Provided by a Provider, within the scope of his or her license;
4. For which the required Preadmission Review, Emergency Admission Review, Preauthorization and/or Continued Stay Review has been requested and Preauthorization was received from PAI (the Participant should refer to the Schedule of Benefits for services that require Preauthorization);
5. That are Medically Necessary;
6. That are not subject to an exclusion of this Plan of Benefits;
7. After the payment of all required Benefit Year Deductibles, Coinsurance and Copays.

B. Specific Covered Benefits

If all of these requirements are met, the Group Health Plan will provide the Benefits described in this section:

1. All of the requirements of this Benefits Section must be met;
2. The Benefit must be listed in this section;
3. The Benefit (separately or collectively) must not exceed the dollar amount or other limitations contained on the Schedule of Benefits;
4. The Benefit must not be subject to one or more of the exclusions set forth in the Exclusions and Limitations Section.

The Group Health Plan will provide these Benefits:

1. Covered Expenses for **ambulance transportation** (including air ambulance when necessary) when used:
 - A. Locally to or from a Hospital providing Medically Necessary services in connection with an accidental injury or that is the result of an Emergency Medical Condition;
 - B. To or from a Hospital in connection with an Admission.

In some cases, emergency transportation by an air ambulance may qualify as ambulance service. Air ambulance service must be Medically Necessary. Medical Necessity is established when the patient's condition is such that the use of any other method of transportation is contraindicated. All air ambulance services will be individually considered for Medical Necessity, and prior authorization should be obtained if possible.

2. Covered Expenses made by an **Ambulatory Surgical Center** or minor emergency medical clinic.
3. Covered Expenses for the cost and administration of an **anesthetic**; however, anesthesia rendered by the attending surgeon or his/her assistant is excluded.
4. Covered Expenses for **artificial limbs or breast prosthesis**, to replace body parts when the replacement is necessary because of physiological changes.
5. When an **assistant surgeon** is required to render technical assistance at an operation, the eligible expense for such services shall be limited to 20% of the Allowed Amount of the surgical procedure.
6. Covered Expenses incurred for the treatment of **autism**.

7. **Blood transfusions**, including cost of blood, blood plasma, blood plasma expanders and other blood products not donated or replaced by a blood bank.
8. Phase II **cardiac rehabilitation** (to improve a patient's tolerance for physical activity or exercise) will be covered under a medically supervised and controlled reconditioning program.
9. Covered Expenses for **chiropractic care**.
10. Initial **contact lenses** or one pair of **eyeglasses** required following cataract surgery;
11. Covered Expenses for **cosmetic surgery**, only for these situations:
 - A. When the malappearance or deformity is due to a congenital anomaly;
 - B. When due solely to surgical removal of all or part of the breast tissue because of an injury or illness to the breast;
 - C. When required for the medical care and treatment of a cleft lip and palate.

Coverage for the proposed cosmetic surgery or treatment must be Preauthorized by the Medical Review Department prior to the date of that surgery or treatment.
12. Charges for **CRNAs and Supervising Medical Doctors** will be a Covered Charge subject to these provisions:
 - A. The Allowed Amount for a CRNA will be 50% of the PPO re-priced amount for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - B. If the MD Anesthesiologist is not a PPO, then the CRNA Allowed Amount will be equal to 50% of the UCR for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - C. Charges for the Supervising MD will be limited to 50% of the PPO re-priced amount for the MD Anesthesiologist working independently.
13. Covered Expenses for Prescription **Drugs** requiring a written prescription of a licensed Physician; such drugs must be necessary for the treatment of an illness or injury.
14. Covered Expenses for **Durable Medical Equipment** (such as renal dialysis machines, resuscitators or Hospital-type beds), required for temporary therapeutic use in the Participant's home by an individual patient for a specific condition when such equipment ordinarily is not used without the direction of a Physician. If such equipment is not available for rent, the monthly payments toward the purchase of the equipment may be approved by the Plan supervisor. Benefits will be reduced to standard equipment allowances when deluxe equipment is used. The rental or purchase Benefits cannot exceed the purchase price of the equipment.
15. Covered Expenses for **electrocardiograms**, electroencephalograms, pneumoencephalograms, basal metabolism tests or similar well-established diagnostic tests generally approved by Physicians throughout the United States.
16. Covered Expenses for Preauthorized **Home Health Care** when rendered to a homebound Participant in the Participant's current place of residence.
17. Covered Expenses for Preauthorized **Hospice Care** provided in an inpatient or outpatient setting. Bereavement counseling covered for up to three visits for any combination of family members within 12 months of death.
18. **Hospital Covered Expenses** for:
 - A. Daily room and board charges in a Hospital, not to exceed the daily semiprivate room rate (charges when a Hospital private room has been used will be reimbursed at the average semiprivate room rate in the facility). Hospitals with all private rooms will be allowed at 100% of the prevailing private room rate;
 - B. The day on which a Participant leaves a Hospital or Skilled Nursing Facility, with or without permission, is treated as the discharge day and will not be counted as an inpatient care day, unless he returns to the Hospital by midnight of the same day. The day the Participant returns to the Hospital or Skilled Nursing Facility is treated as the Admission day and is counted as an inpatient care day. The days during which the Participant is not physically present for inpatient care are not counted as inpatient days;
 - C. Confinement in an intensive care unit, cardiac care unit or burn unit;
 - D. Miscellaneous Hospital services and supplies during Hospital confinement if such charges should not have been included in the underlying Hospital charge (as determined by the Plan);

E. Inpatient charges for well newborn care for nursery room and board and for professional service. Eligible expenses will be subject to the fee schedule rates for pediatric services and circumcision;

F. Outpatient Hospital services and supplies and emergency room treatment.

19. Charges for **Human Organ or Tissue Transplants** subject to these limits:

A. The transplant must be performed to replace an organ or tissue of the participant.

B. If the organ or tissue donor is a participant and the recipient is not, then the Plan will cover donor organ or tissue charges for:

i. Evaluating the organ or tissue;

ii. Removing the organ or tissue from the donor.

The Plan will always pay secondary to any other coverage for the organ or tissue donor, however, if no coverage is available for the donor then benefits will be considered under the recipient's coverage and subject to the recipient's deductible and coinsurance. If the donor and recipient are both covered under this Plan the donor's charge will be considered as incurred by the recipient.

This Plan will **not** pay benefits for Travel or Lodging expenses.

Transplant arrangements are often assisted by Utilization Review, and at times Transplant facilities may or may not participate in one of the approved Preferred Provider Organizations (PPO). If the Utilization Review Coordinator assists in arranging services with an out-of-network facility (and usually is able to negotiate a discount in the process) then network benefit levels will be utilized when benefit payments are issued. If, however, Utilization review approves the Transplant procedure, but the patient chooses to have the service rendered in a non-network facility that is other than that recommended by Utilization review, then the benefits will be paid at the out-of-network benefit level.

Preauthorization by Cost Management/Utilization Review is mandatory for Transplant Coverage to be in effect (except for Cornea transplants).

20. Routine **mammograms**. Non-routine mammograms are covered when Medically Necessary.

21. Expenses for **maternity care** for Employee and covered Dependents.

22. Any expenses incurred in obtaining **medical records** in order to substantiate Medical Necessity.

23. Covered Expenses for dressings, sutures, casts, splints, trusses, crutches, pacemakers, braces (not dental braces) or other **Medical Supplies** determined by the Plan to be appropriate for treatment of an illness or injury.

24. Covered Expenses for **Mental Health Services** if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Expenses for psychological testing are also covered.

25. Covered Expenses for **newborn care**. The Plan of Benefits will comply with the terms of the Newborns' and Mothers' Health Protection Act of 1996. The Plan of Benefits will not restrict Benefits for any length of Hospital stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery (not including the day of delivery), or less than ninety-six (96) hours following a cesarean section (not including the day of surgery). Nothing in this paragraph prohibits the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than the specified time frames or from requesting additional time for hospitalization. In any case, PAI may not require that a Provider obtain authorization from PAI for prescribing a length of stay not in excess of forty-eight (48) or ninety-six (96) hours as applicable. Nevertheless, Preauthorization is required to use certain Providers or facilities, or to reduce out-of-pocket costs.

26. Covered Expenses for the treatment and services rendered by an **occupational therapist** in a home setting, at a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing outpatient facility.

27. Charges for Injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Expenses only if that care is for these **oral surgical procedures**:

A. Emergency repair due to Injury to sound natural teeth;

B. Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth;

- C. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when a lab exam is required; excision of benign bony growths of the jaw and hard palate; external incision and drainage of cellulitis and incision of sensory sinuses, salivary glands or ducts.
28. The initial purchase and fitting of **orthotic appliances** such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an Injury or Sickness that occurred while covered under the plan. Replacement or repair will be covered only if it is necessary due to a change in the person's physical condition or it is less costly to buy a replacement rather than repair the existing equipment or rent like equipment.
29. Covered Expenses for **oxygen** and other gases and their administration.
30. Covered Expenses incurred for Admission in a **physical rehabilitation facility or Skilled Nursing Facility**, for participation in a multidisciplinary team-structured rehabilitation program following severe neurologic or physical impairment. The Participant must be under the continuous care of a Physician, and the attending Physician must certify that the individual requires nursing care 24 hours a day. Nursing care must be rendered by a registered nurse or a licensed vocational or practical nurse. The confinement cannot be primarily for domiciliary, custodial, personal-type care, care due to senility, alcoholism, drug abuse, blindness, deafness, mental deficiency, tuberculosis or mental disorders.
31. Covered Expenses for the treatment or services rendered by a **physical therapist** in a home setting, a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing duly licensed outpatient therapy facility.
32. Covered Expenses for the services of a **Physician** for medical care and/or surgical treatments including office, home visits, Hospital inpatient care, Hospital outpatient visits/exams, clinic care, and surgical opinion consultations, subject to:
- In-Hospital medical service consists of a Physician's visit or visits to a Participant who is a registered bed-patient in a Hospital or Skilled Nursing Facility for treatment of a condition other than that for which surgical service or obstetrical service is required, as follows:
- A. In-Hospital medical Benefits will be provided, limited to one visit per specialty per day;
 - B. In-Hospital medical Benefits in a Skilled Nursing Facility;
 - C. When two or more Physicians, within the same study, render in-Hospital medical services at the same time, payment for such service will be made only to one Physician;
 - D. Concurrent medical/surgical care Benefits for in-Hospital medical service in addition to Benefits for surgical service will be provided only:
 - i When the condition for which in-Hospital medical service requires medical care not related to Surgical or obstetrical service and does not constitute a part of the usual, necessary and related pre-operative and postoperative care but requires supplemental skills not possessed by the attending surgeon or his assistant;
 - ii When a Physician other than a surgeon admits a Participant to the Hospital for medical treatment and it later develops that surgery becomes necessary, such Benefits cease on the date of surgery for the admitting Physician and become payable under the surgeon only;
 - iii When the surgical procedure performed is designated by the Plan supervisor as a "warranted diagnostic procedure" or as a "minor surgical procedure."
33. **Preadmission testing** for a scheduled Admission when performed on an outpatient basis prior to such Admission. The tests must be in connection with the scheduled Admission and:
- A. Must be made within seven (7) days prior to Admission;
 - B. Must be ordered by the same Physician who ordered the Admission and must be Medically Necessary for the illness or injury for which the Participant is subsequently admitted to the Hospital.
34. Covered Expenses for **Private Duty Nursing Care** by a licensed nurse (R.N., L.P.N. or L.V.N.) as follows:
- A. Inpatient Nursing Care: Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.

- B. Outpatient Nursing Care: Charges are covered only when care is Medically Necessary and not Custodial in nature. The only charges covered for Outpatient nursing care are those covered under Home Health Care and does not include outpatient private duty nursing care on a 24 hour shift basis.
35. Covered Expenses for **radiation therapy** or treatment, and **chemotherapy**.
36. Covered Expenses at a **Residential Treatment Center**.
37. Expenses for a **Second Opinion** (Not Mandatory). The Second Opinion must be rendered by a board-certified surgeon who is not professionally or financially associated with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the surgery. If the Second Opinion is different from the first, a third opinion also will be payable, provided the opinion is obtained before the procedure is performed. The conditions that apply to a Second Opinion also apply to any third surgical opinion.
38. Fees of a licensed **speech therapist** for restorative speech therapy for speech loss or impairment due to:
- A. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenulectomy);
 - B. An injury or illness.
39. Covered Expenses for **Substance Abuse** treatment will be payable if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Services or charges for Detoxification are also covered.
40. Covered Expenses for **surgical procedures**, subject to:
- A. If two or more operations or procedures are performed at the same surgical approach, the total amount covered for the operations or procedures will be payable for the major procedure only, or Benefits will be payable according to the recommendations of the Medical Review Department;
 - B. If two or more operations or procedures are performed at the same time, through different surgical openings or by different surgical approaches, the total amount covered will be paid according to the Allowed Amount for the operation or procedure bearing the highest allowance, plus one half of the Allowed Amount for all other operations or procedures performed;
 - C. If an operation consists of the excision of multiple skin lesions, the total amount covered will be paid according to the Allowed Amount for the procedure bearing the highest allowance, 50 percent (50%) for procedures bearing the second- and third-highest allowance, 25 percent (25%) for procedures bearing the fourth- through the eighth-highest allowance, and 10 percent (10%) for all other procedures;
 - D. If an operation or procedure is performed in two or more steps or stages, coverage for the entire operation or procedure will be limited to the allowance for such operation or procedure;
 - E. If two or more Physicians perform operations or procedures in conjunction with one another, other than as an assistant at surgery or anesthesiologist, the allowance, subject to the above paragraphs, will be prorated between them by the Plan supervisor when so required by the Physician in charge of the case;
 - F. Certain surgical procedures, which are normally exploratory in nature, are designated as “independent procedures” by the Plan supervisor, and the Allowed Amount is covered when such a procedure is performed as a separate and single entity. However, when an independent procedure is performed as an integral part of another surgical service, the total amount covered will be paid according to the Fee Schedule for the major procedure only.
41. Covered Expenses for services for **voluntary sterilization** for Participants.
42. Charges associated with the initial purchase of a **wig after chemotherapy**.
43. Covered Expenses for **x-rays**, microscopic tests, and **laboratory tests**.

MEDICAL EXCLUSIONS AND LIMITATIONS

Notwithstanding any provision of the Plan to the contrary, if the Plan generally provides Benefits for a type of injury, then in no event shall a limitation or exclusion of Benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and mental health conditions), even if the medical condition is not diagnosed before the injury.

1. Any service or supply that is not **Medically Necessary**.
2. Charges incurred as a **result of declared or undeclared war or any act of war** or caused during service in the armed forces of any country.
3. **Professional services** billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.
4. **Travel expenses**, whether or not recommended by a Physician.
5. Any medical **social services, recreational or Milieu Therapy, education testing or training**, except as part of Preauthorized Home Health Care or Hospice Care program.
6. **Nutritional counseling or vitamins, food supplements, and other dietary supplies** even if the supplements are ordered or prescribed by a Physician. Exceptions to this exclusion are noted under the Medical Schedule of Benefits and the Prescription Drug Benefits section.
7. Services, supplies or charges for **pre-marital and pre-employment physical examinations**.
8. Any service or supply for which a Participant is entitled to receive payment or Benefits (whether such payment or Benefits have been applied for or paid) under any law (now existing or that may be amended) of the United States or any state or political subdivision thereof, except for Medicaid. These include, but may not be limited to, Benefits provided by or payable under **workers' compensation laws**, the Veteran's Administration for care rendered for service-related disability, or any state or federal Hospital services for which the Participant is not legally obligated to pay. This exclusion applies if the Participant receives such Benefits or payments in whole or in part, and is applied to any settlement or other agreement regardless of how it is characterized and even if payment for medical expenses is specifically excluded.
9. Services to the extent the Participant is entitled to payment or Benefits under any **state or federal** program that provides health care benefits, including Medicare, but only to the extent Benefits are paid or are payable under such programs.
10. Charges incurred for which the Participant is not in the absence of this coverage **legally obligated** to pay or for which a charge would not ordinarily be made in the absence of this coverage.
11. Any illness or injury received while committing or attempting to commit a **felony or while engaging in an illegal occupation**.
12. Any service (other than Substance Abuse Services), medical supplies, charges or losses resulting from a Participant being **Legally Intoxicated or under the influence of any drug or other substance**, or taking some action the purpose of which is to create a euphoric state or alter consciousness. The Participant, or Participant's representative, must provide any available test results showing blood alcohol and/or drug/substance levels upon request. If the Participant refuses to provide these test results, no Benefits will be provided.

Legal Intoxication or Legally Intoxicated means the Participant's blood alcohol level was at or in excess of the amount established under applicable state law to create a presumption and/or inference that the Participant was under the influence of alcohol, when measured by law enforcement or medical personnel.
13. Services and supplies received as the result of any intentionally **self-inflicted injury**.
14. Charges incurred for services or supplies that constitute **personal comfort or beautification items**, such as television or telephone use.
15. All **cosmetic procedures** and any related **medical supplies**, in which the purpose is improvement of appearance or correction of deformity without restoration of bodily function. Examples of services that are cosmetic and are

not covered are: rhinoplasty (nose); mentoplasty (chin), rhytidoplasty (face lift); surgical planing (dermabrasion); and blepharoplasty (eyelid).

16. Charges for **custodial care**, including sitters and companions.
17. Charges for **services, supplies, or treatment** not commonly and customarily recognized throughout the Physician's profession or by the American Medical Association as generally accepted and Medically Necessary for the Participant's diagnosis and/or treatment of the Participant's illness or injury; or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value.
18. Any Medical Supplies or services rendered by a Participant to himself or herself or by a Participant's **immediate family** (parent, Child, spouse, brother, sister, grandparent or in-law).
19. Charges for inpatient confinement, primarily for x-rays, laboratory, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent, custodial or rest care, or any medical examination or test **not connected with an active illness or injury**, unless otherwise provided under any preventable care covered under this Plan of Benefits.
20. Charges incurred for treatment on or to the **teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes**.
21. Treatment of **infertility** (including the reversal of voluntary sterilization).
22. **Experimental or Investigational** services, including surgery, medical procedures, devices or drugs. The Group Health Plan reserves the right to approve, upon medical review, non-labeled use of chemotherapy agents that have been approved by the Food and Drug Administration (FDA) for cancer.
23. Charges incurred for treatment or supplies of weak, strained, or **flat feet**, instability or imbalance of the feet, treatment of any tarsalgia, metatarsalgia or bunion (other than operations involving the exposure of bones, tendons or ligaments), cutting or removal by any method of toenails or superficial lesions of the feet, including treatment of corns, calluses and hyperkeratoses, unless needed in treatment of a metabolic or peripheral-vascular disease.
24. Charges for **custom molded inserts and/or orthotics, other than the initial appliance, unless needed in treatment of a metabolic or peripheral-vascular disease**.
25. Charges for **maintenance care**. Unless specifically mentioned otherwise, the Plan of Benefits does not provide Benefits for services and supplies intended primarily to maintain a level of physical or mental function.
26. Any service or supply rendered to a Participant for the treatment of **obesity** or for the purpose of weight reduction. This includes all procedures designed to restrict the Participant's ability to assimilate food; for example, gastric bypass, the insertion of gastric bubbles, the wiring shut of the mouth, and any other procedure the purpose of which is to restrict the ability of the Participant to take in food, digest food or assimilate nutrients. Also excluded are services, supplies or charges for the correction of complications arising from weight control procedures, services, supplies or charges, such as procedures to reverse any restrictive or diversionary procedures and such reconstructive procedures as may be necessitated by the weight loss produced by these non-covered restrictive or diversionary procedures, except as specified on the Schedule of Benefits. Examples of such reconstructive procedures include, but are not limited to, abdominal panniculectomy and removal of excessive skin from arms, legs or other areas of the body. Membership fees to weight control programs are also excluded.
27. Any service or treatment for complications resulting from any **non-covered procedures**.
28. Any service or supply rendered to a Participant for the diagnosis or treatment of **sexual dysfunction** (including impotence) except when Medically Necessary due to an organic disease.
29. Any charges for **elective abortions**, except for abortion performed in accordance with federal Medicaid guidelines.
30. No charge will be covered under Medical Benefits for **dental and oral surgical procedures** involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

31. Charges not included as part of a Hospital bill for autologous **blood donation** that involves collection and storage of a patient's own blood prior to elective surgery.
32. Charges incurred for **take-home drugs** upon discharge from the Hospital.
33. **Spare items** of the nature of braces of the leg, arm, back and neck, artificial arms, legs or eyes, lenses for the eye, or hearing aids, unless needed due to physiological changes.
34. Care and treatment of **hair loss**.
35. **Exercise programs** for treatment of any condition.
36. Air conditioners, air-purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages or stockings, wigs, non-Prescription Drugs and medicines, first aid supplies and non-Hospital adjustable beds.
37. **Acupuncture or hypnosis**, except when performed by a Physician in lieu of anesthesia.
38. Care and treatment for **sleep apnea**, unless Medically Necessary.
39. Treatment of **dysfunctional conditions** related to the muscles of mastication, malpositions or deformities of the jaw bone(s), orthognathic deformities, or temporomandibular joint (TMJ) disorders.
40. Charges that exceed any **Benefit limitations** stated in the Medical Schedule of Benefits of this Plan document.
41. Admissions or portions thereof for **custodial care or long-term care** including:
 - A. Rest cares;
 - B. Long-term acute or chronic psychiatric care;
 - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
 - D. Care in a sanitarium;
 - E. Custodial or long-term care;
 - F. Psychiatric or Substance Abuse residential treatment when provided at therapeutic schools; wilderness/boot camps; therapeutic boarding homes; halfway houses; and therapeutic group homes.
42. **Counseling and psychotherapy services** for these conditions are not covered:
 - A. Feeding and eating disorders in early childhood and infancy;
 - B. Tic disorders, except when related to Tourette's disorder;
 - C. Elimination disorders;
 - D. Mental disorders due to a general medical condition;
 - E. Sexual function disorders;
 - F. Sleep disorders;
 - G. Medication-induced movement disorders;
 - H. Nicotine dependence, unless specifically listed as a covered Benefit in the Plan of Benefits or on the Medical Schedule of Benefits.
43. Medical supplies, services or charges for the diagnosis or treatment of sexual and gender identity disorders, personality disorders, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.
44. **Error**. Charges for care, supplies, treatment, and/or services that are required to treat injuries that are sustained or an illness that is contracted, including infections and complications, while the Participant was under, and due to the care of a Provider wherein such illness, injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course

of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense.

45. Charges for services that are not reasonable, not Medically Necessary, are not Usual and Customary, and/or are in excess of the **Maximum Allowable Charge** (See definition of Maximum Allowable Charge for application when utilizing PPO network discounts).
46. **Foreign travel.** Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services (unless Medically Necessary as determined by the Plan Administrator and approved in advance).
47. Charges for care, supplies, treatment, and/or services for expenses actually **incurred by other persons**.
48. Charges for care, supplies, treatment, and/or services for Injuries resulting from **negligence**, misfeasance, malfeasance, nonfeasance or malpractice on the part of any licensed Physician.
49. All charges in connection with treatments or medications where the patient either is in **non-compliance** with or is discharged from a Hospital or Skilled Nursing Facility against medical advice.
50. Care, treatment, services or supplies **not recommended and approved by a Physician**; or treatment, services or supplies when the Participant is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.
51. Treatments and supplies which are **not specified as covered** under this Plan.
52. Care and treatment billed by a Hospital for **non-medical emergency admissions** on a Friday or Saturday. This does not apply if surgery is performed within 24 hours of admission.
53. Charges for **Orthognathic surgery**.
54. **Subrogation, Reimbursement, and/or Third Party Responsibility.** Charge for care, supplies, treatment, and /or services of an Injury or Sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.
55. Excision of wholly or partly unerupted **impacted teeth**.
56. **Behavioral, Educational, or Alternate Therapy Programs:**
Any behavioral, educational or alternative therapy techniques to target cognition, behavior language and social skills modification, including:
 - A. Applied Behavioral Analysis (ABA) therapy;
 - B. Teaching, Expanding, Appreciating, Collaborating and Holistic (TEACCH) programs;
 - C. Higashi schools/daily life;
 - D. Facilitated communication;
 - E. Floor time;
 - F. Developmental Individual—Difference Relationship-based model (DIR);
 - G. Relationship Development Intervention (RDI);
 - H. Holding therapy;
 - I. Movement therapies;
 - J. Music therapy;
 - K. Animal assisted therapy.
57. **Prescription Drug Exclusions** under this Plan of Benefits:
 - A. Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies and non-medical substances regardless of intended use;
 - B. Any over-the-counter medication, unless specified otherwise;
 - C. Prescription Drugs that have not been prescribed by a Physician;
 - D. Prescription Drugs not approved by the Food and Drug Administration;
 - E. Prescription Drugs for non-covered therapies, services, or conditions;

- F. Prescription Drug refills in excess of the number specified on the Physician's prescription order or Prescription Drug refills dispensed more than one (1) year after the original prescription date;
 - G. Unless different time frames are specifically listed on the Schedule of Benefits more than a thirty (30) day supply for Prescription Drugs (ninety (90) day supply for Prescription Drugs obtained through a Mail Service Pharmacy);
 - H. Any type of service or handling fee (with the exception of the dispensing fee charged by the pharmacist for filling a prescription) for Prescription Drugs, including fees for the administration or injection of a Prescription Drug;
 - I. Dosages that exceed the recommended daily dosage of any Prescription Drug as described in the current Physician's Desk Reference or as recommended under the guidelines of the Pharmacy Benefit Manager, whichever is lower;
 - J. Prescription Drugs administered or dispensed in a Physician's office, Skilled Nursing Facility, Hospital or any other place that is not a Pharmacy licensed to dispense Prescription Drugs in the state where it is operated;
 - K. Prescription Drugs for which there is an over-the-counter equivalent and over-the-counter supplies or supplements;
 - L. Prescription Drugs that are being prescribed for a specific medical condition that are not approved by the Food and Drug Administration for treatment of that condition (except for Prescription Drugs for the treatment of a specific type of cancer, provided the drug is recognized for treatment of that specific cancer in at least one standard, universally accepted reference compendia or is found to be safe and effective in formal clinical studies, the results of which have been published in peer-reviewed professional medical journals);
 - M. Prescription Drugs that are not consistent with the diagnosis and treatment of a Participant's illness, injury or condition, or are excessive in terms of the scope, duration, dosage or intensity of drug therapy that is needed to provide safe, adequate and appropriate care;
 - N. Prescription Drugs to enhance physical growth or athletic performance or appearance;
 - O. Prescription Drugs that are immunization agents or biological sera;
 - P. Prescription Drugs or services that require Preauthorization by PAI and Preauthorization is not obtained;
 - Q. Prescription Drugs for injury or disease that are paid by workers' compensation benefits (if a workers' compensation claim is settled, it will be considered paid by workers' compensation benefits);
 - R. Prescription Drugs that are not Medically Necessary.
58. **Home Health Care Exclusions** under the Home Health Care Benefit:
- A. Services and supplies not included in the Medical Schedule of Benefits, but not limited to, general housekeeping services and services for custodial care;
 - B. Services of a person who ordinarily resides in the home of the Participant, or is a Participant's immediate family member (parent, Child, spouse, brother, sister, grandparent or in-law);
 - C. Transportation services.

Notwithstanding the above exclusions, in the event that, after review of the medical records, other documentation, and case notes, the health care management medical director (or similarly titled position) of PAI, deems a plan of treatment and procedures are appropriate care for a Participant, the Plan shall deem the cost of the plan of treatment and procedures a Covered Expense.

ELIGIBILITY FOR COVERAGE

Eligibility:	
Waiting Period:	Coverage for new Employees will commence on the first day of the month following 60 days of continuous employment.
Annual Enrollment:	Month of March for a May 1 st effective date
Actively at Work: Minimum hours per week:	At least 30 full-time hours per week
Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits; the maximum age limitation to qualify as a Dependent Child is:	An Employee may cover a Dependent Child up to the end of the calendar month during which the Dependent Child reaches age 26 for medical Benefits.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that also may participate in the Plan of Benefits:	Council Members (not subject to the 30 full-time hours per week minimum)
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that may not participate in the Plan of Benefits:	Seasonal or Temporary Employees Post 65 Retirees and Medicare Eligible Individuals
Coverage for Participants will terminate the last day of the month in which employment is terminated or the end of the period for which the required premium has been paid.	

A. ELIGIBILITY

1. Every Employee who is Actively at Work and who has completed the Waiting Period on or after the Plan Sponsor Effective Date is eligible to enroll (and to enroll his or her Dependents) for coverage under this Plan of Benefits.
2. If an Employee is not Actively at Work or has not completed the Waiting Period, such Employee is eligible to enroll (and to enroll his or her Dependents) beginning on the next day that the Employee is:
 - a. Actively at Work;
 - b. Has completed the Waiting Period.
3. Dependents are not eligible to enroll for coverage under Plan of Benefits without the sponsorship of an Employee who is enrolled under this Plan of Benefits.
4. Probationary periods and/or contribution levels will not be based on any factor that discriminates in favor of higher-wage employees as required under the ACA.

B. ELIGIBLE CLASSES OF EMPLOYEES—RETIREE HEALTH INSURANCE PLAN PROVISIONS

THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR

TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

All current Retirees of Oconee County will continue with their current Retiree health insurance/Plan Benefits with no changes at this time; however, such Benefits are subject to change in the future.

1. Grandfathered Employees:

- a. “Grandfathered Employees” are those Employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
- b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan under the same terms and conditions as when they were actively employed until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee’s County Health Care Plan at the time of his or her retirement.
- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 1.d below,
- d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health Benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a “Grandfathered Retiree”) and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health Benefit coverage for spouses of Grandfathered Employees/Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame.
 - iv. Grandfathered Employees/Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior Grandfathered Employees with special circumstances).

2. “Non-Grandfathered Employees” are those Employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.

- a. Non-Grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan Benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
- b. Spouses of Non-Grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-Grandfathered Employee.
- c. Once a Non-Grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan coverage will cease.

- d. No Subsidy will be provided Non-Grandfathered Employees or their spouses.
- 3. For all groups (Grandfathered and Non-Grandfathered) identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purpose of Retiree health Benefits from Oconee County.
- 4. Employees hired after June 30, 2005 are ineligible for both Retiree health care coverage and the Subsidy.

Summary

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, whichever occurs first, a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years of County employment and hired before July 1, 2005.
- If retired prior to age 65, retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No subsidy will be provided for Non-Grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or subsidy.

Current Retirees

- Will continue with the current retiree health insurance Plan Benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

C. ELECTION OF COVERAGE

Any Employee may enroll for coverage under the Group Health Plan for such Employee and such Employee's Dependents by completing and filing a Membership Application with the Plan Sponsor. Dependents must be enrolled within thirty-one (31) days of the date on which they first become Dependents. Employees and Dependents also may enroll if eligible under the terms of any late enrollment or Special Enrollment procedure.

D. COMMENCEMENT OF COVERAGE

Coverage under the Group Health Plan will commence as:

1. Employees and Dependents eligible on the Plan Sponsor Effective Date

For Employees who are Actively at Work prior to and on the Plan Sponsor Effective Date, coverage will generally commence on the Plan of Benefits Effective Date.

2. Employees and Dependents Eligible After the Plan of Benefits Effective Date

Employees and Dependents who become eligible for coverage after the Plan of Benefits Effective Date and have elected coverage will have coverage after they have completed the Waiting Period.

3. Dependents Resulting from Marriage

Dependent(s) resulting from the marriage of an Employee will have coverage effective on the date of marriage provided they have enrolled for coverage within thirty-one (31) days after marriage and the coverage has been paid for under this Plan of Benefits.

4. Newborn Children

A newborn Child will have coverage from the date of birth provided he or she has been enrolled for coverage within thirty-one (31) days after the Child's birth and the coverage has been paid for under this Plan of Benefits.

5. Adopted Children

For an adopted Child of an Employee:

- a. Coverage shall be retroactive to the Child's date of birth when a decree of adoption is entered within thirty-one (31) days after the date of the Child's birth.
- b. Coverage shall be retroactive to the Child's date of birth when adoption proceedings have been instituted by the Employee within thirty-one (31) days after the date of the Child's birth, and if the Employee has obtained temporary custody of the Child.
- c. For an adopted Child other than a newborn, coverage shall begin when temporary custody of the Child begins. Nevertheless, such coverage shall only continue for one (1) year unless a decree of adoption is entered, in which case coverage shall be extended so long as such Child is otherwise eligible for coverage under the terms of this Plan of Benefits.

6. Special Enrollment

In addition to enrollment under Eligibility for Coverage Section (C)(2-5) above, the Group Health Plan shall permit an Employee or Dependent who is not enrolled to enroll if each of these are met:

- a. The Employee or Dependent was covered under a group health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent;
- b. The Employee stated in writing at the time of enrollment that the reason for declining enrollment was because the Employee or Dependent was covered under a group health Plan or had Creditable Coverage at that time. This requirement shall apply only if the Plan Sponsor required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time;
- c. The Employee or Dependent's coverage described above:
 - i. Was under a COBRA continuation provision and the coverage under the provision was exhausted;
 - ii. Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, cessation of Dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the Plan), death, termination of employment) or reduction in the number of hours of employment), or if the Plan Sponsor's contributions toward the coverage were terminated;
 - iii. Was one of multiple Plans offered by a Plan Sponsor and the Employee elected a different Plan during an open enrollment period or when a Plan Sponsor terminates all similarly situated individuals;
 - iv. Was under a HMO that no longer serves the area in which the Employee lives, works or resides;
 - v. Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(i) above, or termination of coverage or Plan Sponsor contribution described in 6(c)(ii) above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For situations other than those listed above, see the Plan Sponsor.

Medicaid or State Children's Health Insurance Program Coverage

- A. The Employee or Dependent was covered under a Medicaid or State Children's Health Insurance Program Plan and coverage was terminated due to loss of eligibility;
- B. The Employee or Dependent becomes eligible for assistance under a Medicaid or State Children's Health Insurance Program Plan;

- C. The Employee or Dependent requests such enrollment not more than sixty (60) days after either:
- i. the date of termination of Medicaid or State Children’s Health Insurance Program coverage;
 - ii. determination that the Employee or Dependent is eligible for such assistance.

E. DEPENDENT CHILD’S ENROLLMENT

1. A Dependent’s eligibility for or receipt of Medicaid assistance will not be considered in enrolling that Dependent for coverage under this Plan of Benefits.
2. Absent the sponsorship of an Employee, Dependents are not eligible to enroll for coverage under this Plan of Benefits.

F. CHANGE IN FAMILY STATUS

The Plan permits you to change your benefit election during the Plan Year if a qualified change in family status occurs. Enrollment Application forms are available from your Human Resources Department. A qualified change in family status can occur for many reasons such as:

Type of Event	You need to...
Birth or Adoption	complete an Enrollment Application and indicate name of Dependent and date of birth or adoption.
Marriage	complete an Enrollment Application and indicate name of Spouse and date of marriage.
Divorce	complete an Enrollment Application and indicate the date of divorce and submit a copy of divorce decree.
Legal Separation	complete an Enrollment Application and indicate the date of separation and submit a copy of the separation agreement.
Death	complete an Enrollment Application and indicate the name of deceased and date of death.
Child reaches dependent age limit of 26.	complete an Enrollment Application and indicate the names of the family members who will continue to be covered.
Termination of employment	review section entitled <u>Termination of Coverage</u> in this booklet.
Loss of Spouse’s employment	review section entitled <u>Special Enrollment Periods</u> . If enrolling new Plan members, complete an Enrollment Application and submit HIPAA certificate.

In order to effect a change in your Benefits, you must complete and return an Enrollment Application form to your Human Resources Department within 31 days following the qualifying event. Please note that the requested change in Benefits must be consistent with your change in family status (i.e. change from a single to family coverage due to marriage).

If you have (or expect to have) a change in family status or if you are unsure about your rights and responsibilities when applying for coverage, please contact the Human Resources Department to discuss your options and the necessary enrollment procedures.

G. PARTICIPANT CONTRIBUTIONS

The Participant is solely responsible for making all payments for any Premium.

H. DISCLOSURE OF MEDICAL INFORMATION

By accepting Benefits or payment of Covered Expenses, the Participant agrees that the Group Health Plan (and including BlueCross on behalf of the Group Health Plan) may obtain claims information, medical records, and other information necessary for the Group Health Plan to consider a request for Preauthorization, a Continued Stay Review, an Emergency Admission Review, a Preadmission Review or to process a claim for Benefits.

TERMINATION OF THIS PLAN OF BENEFITS

A. TERMINATION OF THIS PLAN OF BENEFITS

Termination of an Employee's coverage and all of such Employee's Dependents' coverage will occur on the earliest of these dates:

1. The date the Group Health Plan is terminated pursuant to Sections (B)-(E) below.
2. The date an Employee retires unless the Group Health Plan covers such individual as a retiree.
3. The date an Employee ceases to be eligible for coverage as set forth in the Eligibility Section.
4. The last day of the month in which an Employee is no longer Actively at Work or the end of the period for which the required premium has been paid, except that a qualified Employee (as qualified under the Family and Medical Leave Act of 1993) may be considered Actively at Work during any leave taken pursuant to the Family and Medical Leave Act of 1993.
5. In addition to terminating when an Employee's coverage terminates, a Dependent spouse's coverage terminates on the date of entry of a court order ending the marriage between the Dependent spouse and the Employee regardless of whether such order is subject to appeal.
6. In addition to terminating when an Employee's coverage terminates, a Child's coverage terminates when that individual no longer meets the definition of a Dependent under the Group Health Plan.
7. In addition to terminating when an Employee's coverage terminates, an Incapacitated Dependent's coverage terminates when that individual no longer meets the definition of an Incapacitated Dependent.
8. Death of the Employee.

B. TERMINATION FOR FAILURE TO PAY PREMIUMS

1. If a Participant fails to pay the Premium during the Grace Period, such Participant shall automatically be terminated from participation in the Group Health Plan, without prior notice to such Participant.
2. In the event of termination for failure to pay Premiums, Premiums received after termination will not automatically reinstate the Employee in participation under the Group Health Plan absent written agreement by the Plan Sponsor. If the Employee's participation in the Group Health Plan is not reinstated, the late Premium will be refunded to the Employee.

C. TERMINATION WHILE ON LEAVE

During an Employee's leave of absence that is taken pursuant to the Family and Medical Leave Act, the Plan Sponsor must maintain the same health Benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premium. If Premiums are not paid by an Employee, coverage ends as of the due date of that Premium contribution.

D. TERMINATION DUE TO A RESCISSION OF COVERAGE

In the event that a Participant:

1. Performs an act, practice, or omission that constitutes fraud;
2. Makes an intentional misrepresentation of material fact,

The Participant's coverage under this Plan of Benefits will terminate retroactively at one of these times:

1. If event occurs upon application for participation in the Plan, the Participant's coverage will be void from the time of his/her effective date;
2. If event occurs at any other time, the Participant's coverage will terminate retroactively to the date of the event occurrence, as outlined above.

In the event your coverage is rescinded, you will be given 30 days' advance written notice of the Rescission as well as the retroactive effective date. Any Premiums paid will be returned once the Plan Administrator deducts

the amount for any claims paid.

E. NOTICE OF TERMINATION TO PARTICIPANTS

Other than as expressly required by law, if the Group Health Plan is terminated for any reason, the Plan Sponsor is solely responsible for notifying all Participants of such termination and that coverage will not continue beyond the termination date.

F. REINSTATEMENT

The Group Health Plan in its sole discretion (and upon such terms and conditions as any stop-loss carrier or the Plan Sponsor may determine) may reinstate coverage under the Group Health Plan that has been terminated for any reason. If a Participant's coverage (and including coverage for the Participant's Dependents) for Covered Expenses under the Group Health Plan terminates while the Participant is on leave pursuant to the Family and Medical Leave Act because the Participant fails to pay such Participant's Premium, the Participant's coverage will be reinstated without new probationary periods if the Participant returns to work immediately after the leave period, re-enrolls and, within thirty-one (31) days following such return, pays all such Employee's portion of the past due amount and then current Premium.

G. PLAN SPONSOR IS AGENT OF PARTICIPANTS

By accepting Benefits, a Participant agrees that the Plan Sponsor is the Participant's agent for all purposes of any notice under the Group Health Plan. The Participant further agrees that notifications received from, or given to, the Plan Sponsor by PAI are notification to the Employees except for any notice required by law to be given to the Participants by PAI.

H. PERSONNEL POLICIES

Except as required under the Family and Medical Leave Act or the Uniformed Services Employment and Reemployment Rights Act, the Plan Sponsor's current personnel policies regarding Waiting Periods, continuation of coverage, or reinstatement of coverage shall apply during these situations: Plan Sponsor-certified disability, leave of absence, layoff, reinstatement, hire or rehire.

I. RETURN TO WORK

An Employee who returns to work **within six (6) months** of a layoff or an approved leave of absence will retain the same insurance status as prior to the said date, provided any required contributions have been paid in full. No new eligibility Waiting Period will apply unless these conditions were still to be met at the time of layoff or leave of absence.

An Employee who returns to work **after six (6) months** of an approved leave of absence or layoff will be considered a new Employee and will be subject to all eligibility requirements, including all requirements relating to the Effective Date of coverage (except as provided under the provision entitled "status change").

J. STATUS CHANGE

If an Employee or Dependent has a status change while covered under this Plan of Benefits (i.e. Employee to Dependent, COBRA to active) and no interruption in coverage has occurred, the Plan of Benefits will allow continuity of coverage with respect to any Waiting Period.

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

In the case of a Participant who is receiving Covered Expenses in connection with a mastectomy, the Group Health Plan will pay Covered Expenses for each of these (if requested by such Participant):

- A. Reconstruction of the breast on which the mastectomy has been performed;
- B. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. Prosthesis and physical complications at all stages of mastectomy, including lymphedemas.

The Plan of Benefits' Benefit Year Deductible and Copay will apply to these Benefits.

FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The Group Health Plan must comply with FMLA as outlined in the regulations issued by the U.S. Department of Labor. During any leave taken under the FMLA, the Plan Sponsor will maintain coverage under this Plan of Benefits on the same basis as coverage would have been provided if the Employee had been continuously employed during the entire leave period.

In general, eligible Employees may be entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a Child and to care for the newborn Child within one year of birth;
- the placement with the Employee of a Child for adoption or foster care and to care for the newly placed Child within one year of placement;
- to care for the Employee's spouse, Child, or parent who has a serious health condition;
- a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness of a service member spouse, son, daughter, parent, or next of kin to the Employee (military caregiver leave).

An extension up to 12-weeks may be authorized by Department Heads when medical documentation is provided. The additional leave will be allowed only for Employees with no active or unresolved discipline issues in place.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) requires that Plan Sponsors allow these categories of eligible people continue coverage under the Group Health Plan after such individuals would ordinarily not be eligible.

You also may have other options available when you lose this coverage. For example, you may be eligible to enroll into an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. (For more information about the Marketplace, visit www.HealthCare.gov). Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

If you decide to continue this coverage, it is available for a period of up to 18, 29 or 36 months, depending on the circumstances:

- A. 18 months for Employees whose working hours are reduced – during a non-FMLA leave of absence or when an Employee changes from full-time to part-time – and any family members who also lose coverage for this reason;
- B. 18 months for Employees who voluntarily quit work and any family members who also lose coverage for this reason;
- C. 18 months for Employees who are part of a layoff and any family members who also lose coverage for this reason;
- D. 18 months for Employees who are fired, unless the firing is due to gross misconduct of the Employee, and any family members who also lose coverage for this reason;
- E. 29 months for Employees and all covered Dependents who are determined to be disabled under the Social Security Act before or during the first sixty (60) days after termination of employment or reduction of hours of employment. Notice of the Social Security Disability determination must be given to the Plan Sponsor within 60 days of the determination of disability and before the end of the first 18 months of continuation of coverage. Nevertheless, if the determination was prior to termination, the Notice can be provided with COBRA election form in order to secure the extension;
- F. 36 months for Employees’ widows or widowers and their Dependent Children;
- G. 36 months for separated (in states where legal separation is recognized) or divorced husbands or wives of the Employee and their Dependent Children;
- H. 36 months for Dependent Children who lose coverage under the Plan of Benefits because they no longer meet the Plan’s definition of a Dependent Child;
- I. 36 months for Dependents who are not eligible for Medicare when the Employee is eligible for Medicare and no longer has coverage with the Plan Sponsor;
- J. For Plans providing coverage for retired Employees and their Dependents, a special rule applies for such persons who would lose coverage due to the Plan Sponsor filing for Title 11 Bankruptcy. (Loss of coverage includes a substantial reduction of coverage within a year before or after the bankruptcy filing.) Upon occurrence of such an event, retired Employees and their eligible Dependents may continue their coverage under the Plan of Benefits until the date of death of the retiree. If a retiree dies while on this special continued coverage, surviving Dependents may elect to continue coverage for up to 36 additional months.

Except for items E, G, and H, above, the Plan Administrator is responsible for getting the proper form(s) to the Participant so continuation of coverage can be applied for.

For items E, G, and H, the Participant is responsible for notifying the Plan Administrator within sixty (60) days that the qualifying event has occurred. The notice must be given in writing to the Plan Administrator and should contain this information: (1) name of benefit Plan, (2) covered Employee’s name, (3) your name and address, and (4) the type of qualifying event and the date it occurred. Upon receipt of notice, the Plan Sponsor will then forward the COBRA application form to the Participant or the appropriate Dependent.

The Participant or the appropriate Dependent must complete a COBRA application form and return it to the Plan Administrator no later than 60 days (called the election period) from the later of: (1) the date the Participants coverage ends, or (2) the date the Participant receives notice of the right to apply for continuation coverage.

An application by the Participant or their spouse for continuation of coverage also applies to any other family members who also lose coverage for the same reason. However, each family member losing coverage for the same reason is entitled to make a separate application for continuation of coverage. If there is a choice among types of coverage under the Plan of Benefits, each family member can make a separate selection from the available types of coverage.

During an 18-month continuation of coverage period, some persons may have another situation occur to them from among items B, C, D, and F through I. They will be entitled to continuation of coverage for an overall total of up to **36** months. For items G and H, the Participant must notify the Plan Administrator within **60** days that the situation has occurred.

Premiums for continuation of coverage should be paid to the Plan Administrator or their designated party. The Plan Administrator has the right to require you to pay the entire Premium, even if active employees pay only part of the Premium. The Plan Administrator also has the right to charge and keep an extra two percent administration fee each month. For disabled employees who have applied for the 29-month COBRA continuation period, the Plan Administrator has the right to charge 150% of the applicable Premium each month for the 19th month through the 29th month of coverage.

For those Participants electing COBRA continuation of coverage, the first Premium payment must be postmarked and mailed to the Plan Administrator by the 45th day after the Participant elects continuation coverage. Thereafter, Premium payments are due on the first of each month. There is a 31-day grace period for payment of the monthly Premiums.

COBRA Continuation of Coverage ends earlier than the maximum continuation period under these circumstances:

- A. When Premiums are not paid on time.
- B. When the Participant who has continuation of coverage becomes covered under another group health Plan or Medicare, after the date of the COBRA election, through employment or otherwise.
- C. When a disabled person covered under the extended 29-month COBRA continuation period has been determined by the Social Security Administration to be no longer disabled, coverage ends for the disabled person and any covered family members on the later of 30 days after the determination or 18 months. (Notification must be given to the Company within 30 days of final determination.)
- D. The termination of the Group Health Plan.

Uniformed Services Employment and Re-employment Rights Act (USERRA)

- A. In any case in which an Employee or any of such Employee's Dependents has coverage under the Plan of Benefits, and such Employee is not Actively at Work by reason of active duty service in the uniformed services, the Employee may elect to continue coverage under the Plan of Benefits as provided in this section. The maximum period of coverage of the Employee and such Employee's Dependents under such an election shall be the lesser of:
- i. The twenty-four (24) month period beginning on the date on which the Employee's absence from being Actively at Work by reason of active duty service in the uniformed services begins;
 - ii. The day after the date on which the Employee fails to apply for or return to a position of employment, as determined under USERRA.
- The continuation of coverage period under USERRA will be counted toward any continuation of coverage period available under COBRA.
- B. An Employee who elects to continue coverage under this section of the Group Health Plan must pay one hundred and two percent (102%) such Employee's normal Premium. Except that, in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, such Employee will pay the normal contribution for the thirty-one (31) days.
- C. An Employee who is qualified for re-employment under the provisions of USERRA will be eligible for reinstatement of coverage under the Group Health Plan upon re-employment. Except as otherwise provided in this Article upon re-employment and reinstatement of coverage no new exclusion or Probationary Period will be imposed in connection with the reinstatement of such coverage if an exclusion or Waiting Period normally would have been imposed. This Article applies to the Employee who is re-employed and to a Dependent who is eligible for coverage under the Group Health Plan by reason of the reinstatement of the coverage of such Employee.
- D. This Section shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.

National Defense Authorization Act—Military Leave Entitlements

- A. Permits a "spouse, son, daughter, parent or next of "kin" to take up to 26 workweeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy and is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness".
- B. Permits an Employee to take FMLA leave for "any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the Employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation".

SUBROGATION / RIGHT OF REIMBURSEMENT

In the event Benefits are provided to or on behalf of a Participant under the terms of this Plan of Benefits, the Participant agrees, as a condition of receiving Benefits under the Plan of Benefits, to transfer to the Group Health Plan all rights to recover damages in full for such Benefits when the injury or illness occurs through the act or omission of another person, firm, corporation, or organization. The Group Health Plan shall be subrogated, at its expense, to the rights of recovery of such Participant against any such liable third party.

If, however, the Participant receives a settlement, judgment, or other payment relating to an injury or illness from another person, firm, corporation, organization or business entity for the injury or illness, the Participant agrees to reimburse the Group Health Plan in full, and in first priority, for Benefits paid by the Group Health Plan relating to the injury or illness. The Group Health Plan's right of recovery applies regardless of whether the recovery, or a portion thereof, is specifically designated as payment for, but not limited to, medical Benefits, pain and suffering, lost wages, other specified damages, or whether the Participant has been made whole or fully compensated for his/her injuries.

The Group Health Plan's right of full recovery may be from the third party, any liability or other insurance covering the third party, the insured's own uninsured motorist insurance, underinsured motorist insurance, any medical payments (Med-Pay), no fault, personal injury protection (PIP), malpractice, or any other insurance coverage that are paid or payable.

The Group Health Plan will not pay attorney's fees, costs, or other expenses associated with a claim or lawsuit without the expressed written authorization of the Group Health Plan.

The Participant shall not do anything to hinder the Group Health Plan's right of subrogation and/or reimbursement. The Participant shall cooperate with the Group Health Plan and execute all instruments and do all things necessary to protect and secure the Group Health Plan's right of subrogation and/or reimbursement, including assert a claim or lawsuit against the third party or any insurance coverage to which the Participant may be entitled. Failure to cooperate with the Group Health Plan will entitle the Group Health Plan to withhold Benefits due the Participant under the Plan of Benefits document. Failure to reimburse the Group Health Plan as required will entitle the Group Health Plan to deny future Benefit payments for all Participants under this policy until the subrogation/reimbursement amount has been paid in full.

It is further agreed that the Participant will sign a written agreement to repay the Group Health Plan in full out of any money that the Participant receives from a negligent person or organization. If the Participant fails to sign such an agreement, the Group Health Plan reserves the right to withhold payment of the Participant's claims, which relate to the negligence of another person or organization, until such time as the Participant signs the agreement to repay.

WORKERS' COMPENSATION PROVISION

This policy does not provide benefits for diagnosis, treatment or other service for any injury or illness that is sustained by a Participant that arises out of, in connection with, or as the result of any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required or is otherwise available for the Participant. Benefits will not be provided under this Plan if coverage under the Workers' Compensation Act or similar law would have been available to the Participant but the Participant elects exemption from available Workers' Compensation coverage; waives entitlement to Workers' Compensation benefits for which he/she is eligible; fails to timely file a claim for Workers' Compensation benefits; or seeks treatment for the injury or illness from a provider that is not authorized by the Participant's Plan Sponsor.

If the Group Health Plan, or its designee, including PAI (hereinafter referred to as "the Plan") pays Benefits for an injury or illness and the Plan determines the Participant also received Workers' Compensation benefits by means of a settlement, judgment, or other payment for the same injury or illness, Participant shall reimburse the Plan in full all Benefits paid by the Plan relating to the injury or illness.

The Plan's right of recovery will be applied even if: the Workers' Compensation benefits are in dispute or are made by means of a compromised, doubtful and disputed, clincher or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Participant's employment; the amount of Workers' Compensation benefits due to medical or health care is not agreed upon or defined by the Participant or the Workers' Compensation carrier; or the medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition of receiving Benefits under this Plan of Benefits, the Participant agrees to notify the Plan of any Workers' Compensation claim he/she may make and agrees to reimburse the Plan as described herein. The Participant shall not do anything to hinder the Plan's right of recovery. The Participant shall cooperate with the Plan, execute all documents, and do all things necessary to protect and secure the Plan's right of recovery, including assert a claim or lawsuit against the Workers' Compensation carrier or any other insurance coverage to which the Participant may be entitled. Failure to cooperate with the Plan will entitle the Plan to withhold Benefits due the Participant under this Plan of Benefits. Failure to reimburse the Plan as required under this Section will entitle the Plan to invoke the Workers' Compensation Exclusion and deny payment for all claims relating to the injury or illness and/or deny future Benefit payments for any such Participant until the reimbursement amount has been paid in full.

COORDINATION OF BENEFITS

Coordination of benefits rules apply when a Participant is covered by this Plan of Benefits and also covered by any other Plan or Plans. When more than one coverage exists, one Plan normally pays its benefits in full and the other Plan pays a reduced benefit. This Plan of Benefits will always pay either its Benefits in full or a reduced amount that, when added to the benefits payable by the other Plan or Plans, will not exceed 100% of Allowed Amounts. Only the amount paid by the Plan of Benefits will be included for purposes of determining the maximums in the Schedule of Benefits. Through the coordination of benefits, a Participant or Dependent will not receive more than the Allowed Amounts for a loss.

The coordination of benefits provision applies whether or not a claim is filed under the other Plan or Plans. The Participant agrees to provide authorization to this Plan of Benefits to obtain information as to benefits or services available from any other Plan or Plans, or to recover overpayments. All Benefits contained in the Plan of Benefits are subject to this provision.

When this Plan of Benefits is primary, Benefits are determined before those of the other Plan. The benefits of the other Plan are not considered. When this Plan of Benefits is secondary, Benefits are determined after those of the other Plan. Benefits may be reduced because of the other Plan's benefits. When there are more than two Plans, this Plan of Benefits may be primary as to one and may be secondary as to another.

ORDER OF DETERMINATION

If a Participant covered hereunder is also covered for comparable benefits or services under another Plan that is the Primary Plan, Benefits applicable under this Plan of Benefits will be reduced so that, for benefits incurred, benefits available under all Plans shall not exceed the Allowed Amounts of such benefits.

This Plan of Benefits determines its order of Benefits using the first of these that apply:

- A. **General** - A Plan that does not coordinate with other Plans is always the Primary Plan;
- B. **Non-Dependent/Dependent** - The benefits of the Plan that covers the person as an Employee (other than a Dependent) is the Primary Plan; the Plan that covers the person as a Dependent is the Secondary Plan;
- C. **Dependent Child/Parents Not Separated or Divorced** - Except as stated in (D) below, when this Plan of Benefits and another Plan cover the same Child as a Dependent of different parents:
 1. The Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year; but
 2. If both parents have the same birthday, the benefits of the Plan that covered the parent the longer time is the Primary Plan; the Plan that covered the parent the shorter time is the Secondary Plan;
 3. If the other Plan does not have the birthday rule, but has the gender rule and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- D. **Dependent Child/Separated or Divorced Parents** - If two or more Plans cover a person as a Dependent Child of divorced or separated parents, benefits for the Child are determined in this order:
 1. First, the Plan of the parent with custody of the Child;
 2. Then, the Plan of the spouse of the parent with custody;
 3. Finally, the Plan of the parent without custody of the Child.Nevertheless, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the Child, then that parent's Plan is the Primary Plan. If a court decree exists stating that the parents shall share joint custody, without stating that one of the parents is financially responsible for the health care of the Child, the order of liability will be determined according to the rules for Dependent Children whose parents are not separated or divorced. Anyone who legally adopts the Child will assume natural parent status.
- E. **Active/Inactive Employee** - The Primary Plan is the Plan that covers the person as an Employee who is neither laid off nor retired (or as that Employee's Dependent). The Secondary Plan is the Plan that covers that person as

a laid off or retired Employee (or as that Employee's Dependent). If the other Plan does not have this rule, and if, as result the Plans do not agree on the order of benefits, this rule does not apply.

- F. **Longer/Shorter Length of Coverage** - If none of the above rules determines the order of benefits, the Primary Plan is the Plan that covered an Employee longer. The Secondary Plan is the Plan that covered that person the shorter time.
- G. In the case of a Plan that contains order of benefit determination rules that declare that Plan to be excess to or **always secondary to all other Plans**, this Plan of Benefits will coordinate benefits as:
1. If this Plan of Benefits is Primary, it will pay or provide Benefits on a Primary basis;
 2. If this Plan of Benefits is secondary, it will pay or provide Benefits first, but the amount of Benefits payable will be determined as if this Plan of Benefits were the Secondary Plan. The liability of this Plan of Benefits will be limited to such payment;
 3. If the Plan does not furnish the information needed by this Plan of Benefits to determine Benefits within a reasonable time after such information is requested, this Plan of Benefits shall assume that the benefits of the other Plan are the same as those provided under this Plan of Benefits, and shall pay Benefits accordingly. When information becomes available as to the actual benefits of the other Plan, any Benefit payment made under this Plan of Benefits will be adjusted accordingly.

H. **Right To Coordination of Benefits Information**

The Plan Administrator and PAI have the right:

1. To obtain or share information with any insurance company or other organization regarding coordination of benefits without the claimant's consent;
2. To require that the claimant provide the Plan Administrator with information on such other Plans so that this provision may be implemented;
3. To pay more than the amount due under this Plan of Benefits to an insurer or other organization if this is necessary, in the Plan Administrator or PAI's opinion, to satisfy the terms of this provision.

I. **Facility of Payment**

Whenever payments that should have been made under this Plan of Benefits in accordance with this provision have been made under any other Plan or Plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organizations or person making such other payments any amount it will determine in order to satisfy the intent of this provision, and amount so paid will be deemed to be Benefits paid under this Plan of Benefits and to the extent of such payment, the Plan Administrator will be fully discharged from liability under this Plan of Benefits. The Benefits that are payable will be charged against any applicable Maximum Payment or Benefit of this Plan of Benefits rather than the amount payable in the absence of this provision.

J. **Medicare**

Individuals Age 65 or Older

If you are a Participant and are age 65 or older, this Plan is the primary payer. Medicare will be the secondary payer.

If you are a retiree and are age 65 or older and are eligible to participate in this Plan, Medicare will be the primary payer and this Plan will pay secondary.

If you are not a Participant and are age 65 or older, Medicare will be your only medical coverage.

Disabled Participants*

If you are a Participant who is disabled, this Plan is the primary payer and Medicare is the secondary payer.

*This applies for Plans with 100 or more employees. (If the Plan has less than 100 employees, Medicare is primary for disabled individuals).

End-Stage Renal Disease

If you have End-Stage Renal Disease and are a Participant, this Plan is the primary payer and Medicare is the secondary payer for the first 30 months of eligibility or entitlement to Medicare. After 30 months, Medicare will be the primary payer, and this Plan will be the secondary payer.

COBRA - Age 65 or Older or Disabled

If you are age 65 or older or disabled, and covered by Medicare and COBRA, Medicare will be the primary payer and the COBRA coverage will pay secondary.

Coordination:

When Medicare is primary and the Plan is secondary, Medicare (Parts A and B) will be considered a Plan for the purposes of coordination of benefits. The Plan will coordinate benefits with Medicare whether or not the Participant or their Dependents is/are actually receiving Medicare benefits.

ERISA RIGHTS

As a Participant in this Group Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”) provided the Plan Sponsor is subject to ERISA regulations. ERISA provides that all Participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Group Health Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“EBSA”).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Group Health Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may assess a reasonable charge for the copies.

Receive, upon request, a summary of the Group Health Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself and your Dependents if there is a loss of coverage under the Group Health Plan as a result of a Qualifying Event. You or your Dependents may have to pay for such continuation coverage. You should review the documents governing COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee welfare benefit plan. The people who administer an employee welfare benefit plan are called “fiduciaries” and have a duty to do so prudently and in the interest of the Participants. The Plan Sponsor is the fiduciary of the Group Health Plan.

Enforce Your Rights

If your claim for a Benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for Benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan Administrator’s decision or lack thereof concerning the qualified status of a domestic relations order or a Medical Child Support Order, you may file suit in federal court. If Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

No one, including your Plan Sponsor, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Benefit or exercising your rights under ERISA.

Assistance with Your Questions

If you have any questions about the Group Health Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR

The Group Health Plan will disclose (or require PAI to disclose) Participant's PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of HIPAA. Any disclosure to and use by the Plan Sponsor will be subject to and consistent with the provisions of the sections below.

1. Disclosure of Protected Health Information to Plan Sponsor.
 - a. The Group Health Plan and any health insurance issuer or business associate servicing the Group Health Plan will disclose PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions for the Group Health Plan not inconsistent with the requirements of the HIPAA and its implementing regulations, as amended. Any disclosure to and use by the Plan Sponsor of PHI will be subject to and consistent with the provisions of paragraphs 2 and 3 of this section.
 - b. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor unless the disclosures are explained in the Notice of Privacy Practices distributed to the Participants.
 - c. Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
2. Restrictions on Plan Sponsor's Use and Disclosure of Protected Health Information.
 - a. The Plan Sponsor will neither use nor further disclose Participant's PHI, except as permitted or required by the Plan documents, as amended, or required by law.
 - b. The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Participant's PHI, agrees to the restrictions and conditions of the Plan of Benefits, with respect to PHI.
 - c. The Plan Sponsor will not use or disclose Participant PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
 - d. The Plan Sponsor will report to the Group Health Plan any use or disclosure of Participant PHI that is inconsistent with the uses and disclosures allowed under this section promptly upon learning of such inconsistent use or disclosure.
 - e. The Plan Sponsor will make PHI available to the Participant who is the subject of the information in accordance with HIPAA.
 - f. The Plan Sponsor will make PHI available for amendment, and will on notice amend Participant PHI, in accordance with HIPAA.
 - g. The Plan Sponsor will track disclosures it may make of Participant PHI so that it can make available the information required for the Group Health Plan to provide an accounting of disclosures in accordance with HIPAA.
 - h. The Plan Sponsor will make available its internal practices, books, and records, relating to its use and disclosure of Participants' PHI, to the Group Health Plan and to the U.S. Department of Health and Human Services to determine compliance with HIPAA.
 - i. The Plan Sponsor will, if feasible, return or destroy all Participant PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control), received from the Group Health Plan, including all copies of and any data or compilations derived from and allowing identification of any Participant who is the subject of the PHI, when the Participants' PHI is no longer needed for the Plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Plan Sponsor will limit the use or disclosure of any Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

3. Adequate Separation Between the Plan Sponsor and the Group Health Plan.

- a. Certain classes of employees or other workforce members under the control of the Plan Sponsor may be given access to Participant PHI received from the Group Health Plan or business associate servicing the Group Health Plan:
- b. These employees will have access to PHI only to perform the Plan administration functions that the Plan Sponsor provides for the Group Health Plan.
- c. These employees will be subject to disciplinary action and sanctions, including termination of employment or affiliation with the Plan Sponsor, for any use or disclosure of Participant PHI in breach or violation of or noncompliance with the provisions of this section of the Plan of Benefits. The Plan Sponsor will promptly report such breach, violation or noncompliance to the Group Health Plan, and will cooperate with the Group Health Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.
- d. Plan Sponsor shall ensure that the separation required by the above provisions will be supported by reasonable and appropriate security measures.

4. Plan Sponsor Obligations to the security of Electronic Protected Health Information (“ePHI”):

Where ePHI will be created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the Group Health Plan, the Plan Sponsor shall reasonably safeguard the ePHI as follows:

- a. Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Group Health Plan. Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect this information;
- b. The Plan Sponsor shall report any security incident of which it becomes aware to the Group Health Plan as provided below.
 - i. In determining how and how often Plan Sponsor shall report security incidents to Group Health Plan, both Plan Sponsor and Group Health Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor and Group Health Plan agree that this Agreement shall constitute the documentation, notice and written report of any such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C, and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider these to be illustrative (but not exhaustive) of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with an information system:
 - Pings on a Party’s firewall,
 - Port scans,
 - Attempts to log on to a system or enter a database with an invalid password or username,
 - Denial-of-service attacks that do not result in a server being taken off-line, and
 - Malware (e.g., worms, viruses)

- ii. Plan Sponsor shall, however, separately report to Group Health Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of the Group Health Plan's ePHI of which Plan Sponsor becomes aware if such security incident either (a) results in a breach of confidentiality; (b) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Group Health Plan's ePHI; or (c) results in a breach of availability of Group Health Plan's ePHI, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after Plan Sponsor becomes aware of the impact of such security incident upon Group Health Plan's ePHI.

GENERAL INFORMATION

Whereas Plan Sponsor establishes this Group Health Plan and the applicable Benefits, rights and privileges that shall pertain to participating employees, hereinafter referred to as “Employees” and the eligible Dependents of such Employees, as herein defined, for which Benefits are provided through a fund established by the Plan Sponsor and hereinafter referred to as the “Plan of Benefits”:

ADMINISTRATIVE SERVICES ONLY

PAI provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. The Group Health Plan is a self-funded health Plan, and the Plan Sponsor assumes all financial risk and obligation with respect to claims.

CLERICAL ERRORS

Clerical errors by PAI or the Plan Sponsor will not cause a denial of Benefits that should otherwise have been granted, nor will clerical errors extend Benefits that should otherwise have ended.

GOVERNING LAW

The Group Health Plan may be governed by and subject to ERISA and any other applicable federal law. If ERISA or another federal law does not apply, the Group Health Plan is governed by and subject to the laws of the State of South Carolina. If federal law conflicts with any state law, then such federal law shall govern. If any provision of the Group Health Plan conflicts with such law, the Group Health Plan shall automatically be amended solely as required to comply with such state or federal law.

IDENTIFICATION CARD

A Participant must present their Identification Card prior to receiving Benefits.

Having an Identification Card creates no right to Benefits or other services. To be entitled to Benefits, the cardholder must be a Participant whose Premium has been paid. Any person receiving Covered Expenses to which the person is not entitled will be responsible for the charges.

INFORMATION AND RECORDS

PAI and the Plan Sponsor are entitled to obtain such medical and Hospital records as may reasonably be required from any Provider incident to the treatment, payment and health-care operations for the administration of the Benefits hereunder and the attending Physician’s certification as to the Medical Necessity for care or treatment.

LEGAL ACTIONS

No action at law or in equity can be brought under the Group Health Plan until such Participant has exhausted the administrative process (including the exhaustion of all appeals) as described in this booklet. No such action may be brought after the expiration of any applicable period prescribed by law.

MISSTATEMENT OF AGE

If age is a factor in determining eligibility or amount of coverage and there has been a misstatement of age, the coverage or amounts of Benefits, or both, for which the person is covered shall be adjusted in accordance with the covered individual’s true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Contributions and Benefits will be adjusted on the contribution due date next following the date of the discovery of such misstatement.

NEGLIGENCE OR MALPRACTICE

PAI and the Plan Sponsor do not practice medicine. Any medical treatment, service or Medical Supplies rendered to or supplied to any Participant by a Provider is rendered or supplied by such Provider and not by PAI or the Plan Sponsor. PAI and the Plan Sponsor are not liable for any improper or negligent act, inaction or act of malfeasance of any Provider in rendering such medical treatment, service, Medical Supplies or medication.

NOTICES

Except as otherwise provided in this Plan of Benefits, any notice under the Group Health Plan may be given by United States mail, postage paid and addressed:

1. To PAI:
Planned Administrators, Inc.
Post Office Box 6927
Columbia, South Carolina 29260
2. To a Participant: To the last known name and address listed for the Employee on the membership application. Participants are responsible for notifying PAI of any name or address changes within thirty-one (31) days of the change.
3. To the Plan Sponsor: To the name and address last given to PAI. The Plan Sponsor is responsible for notifying PAI and Participants of any name or address change within thirty-one (31) days of the change.

NO WAIVER OF RIGHTS

On occasion, PAI (on behalf of the Group Health Plan) or the Plan Sponsor may, at their discretion, choose not to enforce all of the terms and conditions of this Plan of Benefits. Such a decision does not mean the Group Health Plan or the Plan Sponsor waives or gives up any rights under this Plan of Benefits in the future.

OTHER INSURANCE

Each Participant must provide the Group Health Plan (and its designee, including PAI) and the Plan Sponsor with information regarding all other Health Insurance Coverage to which such Participant is entitled.

PAYMENT OF CLAIMS

Except for the Participant's Provider, a Participant is expressly prohibited from assigning any right to payment of Covered Expenses or any payment related to Benefits. The Group Health Plan may pay Covered Expenses directly to the Employee or to the Non-Participating Provider upon receipt of due proof of loss for services provided by a Non-Participating Provider. Where a Participant has received Benefits from a Participating Provider or Contracting Provider, the Group Health Plan will pay Covered Expenses directly to such Participating Provider or Contracting Provider.

PHYSICAL EXAMINATION

The Group Health Plan has the right to examine, at their own expense, a Participant whose injury or sickness is the basis of a claim (whether Pre-Service, Post-Service, Concurrent or Urgent Care). Such physical examination may be made as often as the Group Health Plan (through its designee, including PAI) may reasonably require while such claim for Benefits or request for Preauthorization is pending.

PLAN AMENDMENTS

Upon thirty (30) days prior written notice, the Plan Sponsor may unilaterally amend the Group Health Plan. Increases in the Benefits provided or decreases in the Premium are effective without such prior notice. Notice of an amendment will be effective when addressed to the Plan Sponsor. PAI has no responsibility to provide individual notices to each Participant when an amendment to the Group Health Plan has been made.

PLAN IS NOT A CONTRACT

This Plan of Benefits constitutes the entire Group Health Plan. The Plan of Benefits will not be deemed to constitute a contract of employment or give any employee of the Plan Sponsor the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge or otherwise terminate the employment of any employee.

PLAN INTERPRETATION

The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of Benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan-connected services; however, final authority to construe and apply the provisions

of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.

REPLACEMENT COVERAGE

If the Group Health Plan replaced the Plan Sponsor's prior Plan, all eligible persons who were validly covered under that Plan on its termination date will be covered on the Plan of Benefits Effective Date of the Group Health Plan, provided such persons are enrolled for coverage as stated in the Eligibility for Coverage Section.

TERMINATION OF PLAN

The Plan Administrator reserves the right at any time to terminate the Group Health Plan by a written instrument to that effect. All previous contributions by the Plan Administrator shall continue to be issued for the purpose of paying Benefits under the provisions of this Plan of Benefits with respect to claims arising before such termination, or shall be used for the purpose of providing similar health Benefits to covered Employees, until all contributions are exhausted.

ADMINISTRATIVE INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded group health and disability Plan and the administration is provided through a Third Party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME

Oconee County Employee Health Plan

PLAN NUMBER: 501-9030512

TAX ID NUMBER: 57-6000391

PLAN EFFECTIVE DATE: 5/1/2018

PLAN YEAR ENDS: April 30

EMPLOYER INFORMATION

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

PLAN ADMINISTRATOR

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

NAMED FIDUCIARY

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

AGENT FOR SERVICE OF LEGAL PROCESS

Oconee County
415 South Pine Street
Walhalla, SC 29691
864-638-4244

CLAIMS ADMINISTRATOR

Planned Administrators, Inc.
P.O. Box 6927
Columbia, SC 29260
800-768-4375
www.paisc.com

DEFINITIONS

Capitalized terms that are used in this Plan of Benefits shall have these defined meanings:

Active Employee: an Employee who is on the regular payroll of the Plan Sponsor and who has begun to perform the duties of his/her job with the Plan Sponsor on a full-time or part-time basis.

Actively at Work: a permanent, full-time employee who works at least the minimum number of hours per week and the minimum number of weeks per year (each as set forth in the ELIGIBILITY section) and who is not absent from work during the initial enrollment period because of a leave of absence or temporary layoff. An absence during the initial enrollment period due to a Health Status Related Factor will not keep an employee from qualifying for Actively at Work status.

Admission: the period of time between a Participant's entry as a registered bed-patient into a Hospital or Skilled Nursing Facility and the time the Participant leaves or is discharged.

Adverse Benefit Determination: any denial, reduction or termination of, or failure to provide or make (in whole or in part) payment for a claim for Benefits, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in a Plan, and including a denial, reduction or termination of, or failure to provide or make payment (in whole or in part) for a Benefit that results from the application of any utilization review as well as a failure to cover an item or service for which Benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

Allowed Amount: the amount the Plan Sponsor agrees to pay a Participating Provider or Non-Participating Provider as payment in full for a service, procedure, supply or equipment. For a Non-Participating Provider, (i) the Allowed Amount shall not exceed the Maximum Payment and (ii) in addition to the Member's liability for deductibles, Copays and/or coinsurance, the Participant may be balance billed by the Non-Participating Provider for any difference between the Allowed Amount and the billed charges.

Ambulatory Surgical Center: a licensed facility that:

1. has permanent facilities equipped and operated primarily for the purpose of performing surgical procedures on an outpatient basis;
2. has continuous Physician services and registered professional nursing service whenever a patient is in the facility;
3. does not provide accommodations for patients to stay overnight;
4. is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician or oral surgeon.

Ambulatory Surgical Center includes an endoscopy center.

Benefit Year: the period of time set forth on the Schedule of Benefits. The initial Benefit Year may be more or less than twelve (12) months.

Benefit Year Deductible: the amount, if any, listed on the Schedule of Benefits that must be paid by the Participant each Benefit Year before the Group Health Plan will pay Covered Expenses. The Benefit Year Deductible is subtracted from the Allowed Amount before Coinsurance is calculated. Participants must refer to the Schedule of Benefits to determine if the Benefit Year Deductible applies to the Out-of-Pocket Maximum.

Benefits: medical services or Medical Supplies that are:

1. Medically Necessary;
2. Preauthorized (when required under this Plan of Benefits or the Schedule of Benefits);

3. Included in this Plan of Benefits;
4. Not limited or excluded under the terms of this Plan of Benefits.

Birthing Center: any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

Brand Name Drug: a Prescription Drug that is manufactured under a registered trade name or trademark.

Calendar Year: January 1st through December 31st of the same year.

Child: An Employee's Child, whether a natural Child, adopted Child, foster Child, stepchild, or Child for whom an Employee has custody or legal guardianship. The term "Child" also includes an Incapacitated Dependent, or a Child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Group Health Plan. The term "Child" does not include the spouse of an eligible Child.

Clean Claim: one that can be processed in accordance with the terms of this document without obtaining additional information from the service Provider or third party. It is a claim which has no defect or impropriety. A defect or impropriety shall include a lack of required sustaining documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clean Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customariness, or any other matter that may prevent the charge(s) from being covered expenses in accordance with the terms of this document.

Filing a Clean Claim—A Provider submits a Clean Claim by providing the required data elements on the standard claims forms, along with any attachments and additional elements or revisions to data elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to these standard forms (as noted elsewhere in this document and at other times prior to claim submittal) to ensure charges constitutes covered expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clean Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, as amendment.

Coinsurance: the sharing of Covered Expenses between the Participant and the Group Health Plan. After the Participant's Benefit Year Deductible requirement is met, the Group Health Plan will pay the percentage of Allowed Amounts as set forth on the Schedule of Benefits. The Participant is responsible for the remaining percentage of the Allowed Amount. Coinsurance is calculated after any applicable Benefit Year Deductible or Copay is subtracted from the Allowed Amount based upon the network charge or lesser charge of the Provider.

For Prescription Drug Benefits, Coinsurance means the amount payable by the Participant, calculated as follows:

1. The percentage listed on the Schedule of Benefits; multiplied by
2. The amount listed in the Participating Provider's schedule of allowance for that item calculated at the time of sale;
3. Without regard to any Credit or allowance that may be received by PAI.

Concurrent Care Claim: an ongoing course of treatment to be provided over a period of time or number of treatments.

Continued Stay Review: the review that must be obtained by a Participant (or the Participant's representative) regarding an extension of an Admission to determine if an Admission for longer than the time that was originally Preauthorized is Medically Necessary (when required).

Copay: the amount specified on the Schedule of Benefits that the Participant must pay directly to the Provider each time the Participant receives Benefits.

Cosmetic Dentistry: unnecessary dental procedures (“cosmetic” dental procedures may be covered if necessary due to an accident while covered under this Plan).

Cosmetic Surgery: medically unnecessary surgical procedures, usually, but not limited to plastic surgery directed toward preserving beauty or correction scars, burns or disfigurements (“cosmetic” procedures may be covered if necessary due to a disfiguring procedure while covered under this plan.

Covered Charge(s): those Medically Necessary services or supplies that are covered under this Plan.

Covered Expenses: the amount payable by the Group Health Plan for Benefits. The amount of Covered Expenses payable for Benefits is determined as set forth in this Plan of Benefits and at the percentages set forth in the Schedule of Benefits. Covered Expenses are subject to the limitations and requirements set forth in the Plan of Benefits and on the Schedule of Benefits. Covered Expenses will not exceed the Allowed Amount.

Credit: financial credits (including rebates and/or other amounts) to PAI directly from drug manufacturers or other Providers through a Pharmacy Benefit Manager (PBM). Credits are used to help stabilize overall rates and to offset expenses and may not be payable to Plan Sponsor or Participants.

Reimbursements to a Participating Pharmacy, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance that a Participant must pay for Prescription Drugs is based on the Allowed Amount at the Pharmacy and does not change due to receipt of any Credit received by PAI. Copays are not affected by any Credit.

Custodial Care: care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed; assistance in bathing, dressing, feeding, or supervision over medication which could normally be self-administered.

Dependent: an individual who is:

1. An Employee’s spouse, which is any individual who is legally married under any state law;
2. A Child under the age set forth in the Eligibility for Coverage section;
3. An Incapacitated Dependent.

Detoxification: a Hospital service providing treatment to diminish or remove from a Patient’s body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical-dependent person.

Discount Services: services (including discounts on services) that are not Benefits but may be offered to Participants from time to time as a result of being a Participant.

Durable Medical Equipment: equipment that:

1. Can stand repeated use;
2. Is Medically Necessary;
3. Is customarily used for the treatment of a Participant’s illness, injury, disease or disorder;
4. Is appropriate for use in the home;
5. Is not useful to a Participant in the absence of illness or injury;
6. Does not include appliances that are provided solely for the Participant’s comfort or convenience;
7. Is a standard, nonluxury item (as determined by the Group Health Plan);
8. Is ordered by a medical doctor, oral surgeon, podiatrist or osteopath.

Prosthetic Devices, Orthopedic Devices and Orthotic Devices are considered Durable Medical Equipment. Items such as air conditioners, dehumidifiers, whirlpool baths, and other equipment that have nontherapeutic uses are not considered Durable Medical Equipment.

Emergency Admission Review: the review that must be obtained by a Participant (or the Participant's representative) within twenty-four (24) hours of or by the end of the first working day after the commencement of an Admission to a Hospital to treat an Emergency Medical Condition.

Emergency Medical Condition: a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the Participant, or with respect to a pregnant Participant, the health of the Participant or her unborn child, in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

Employee: any employee of the Employer (also known as Plan Sponsor) who is eligible for coverage as provided in the eligibility section of this Plan of Benefits, and who is so designated to PAI by the Employer (also known as Plan Sponsor).

Employer: the entity providing this Plan of Benefits, also known as Plan Sponsor.

Employer Effective Date: the date PAI begins to provide services under this Plan of Benefits, also known as Plan Sponsor Effective Date.

Enrollment Date: the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

ERISA: The Employee Retirement income Security Act of 1974, as amended.

Experimental or Investigational: surgical procedures or medical procedures, supplies, devices or drugs that, at the time provided, or sought to be provided, are in the judgment of PAI not recognized as conforming to generally accepted medical practice, or the procedure, drug or device:

1. Has not received required final approval to market from appropriate government bodies;
2. Is one about which the peer-reviewed medical literature does not permit conclusions concerning its effect on health outcomes;
3. Is not demonstrated to be as beneficial as established alternatives;
4. Has not been demonstrated to improve net health outcomes;
5. Is one in which the improvement claimed is not demonstrated to be obtainable outside the experimental or investigational setting.

Excepted Benefits:

1. Coverage only for accident, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;

8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

If offered separately:

1. Limited scope dental or vision benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, community-based care, or any combination thereof;
3. Such other similar, limited benefits as specified in regulations.

If offered as independent, non-coordinated benefits:

1. Coverage only for a specified disease or illness;
2. Hospital indemnity or other fixed indemnity insurance.

If offered as a separate insurance policy:

1. Medicare supplemental health insurance (as defined under Section 1882(g)(1) of the Social Security Act);
2. Coverage supplemental to the coverage provided under Chapter 55 of Title 10 of the United States Code;
3. Similar supplemental coverage under a group health Plan.

Family Unit: the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Formulary: a list of prescription medications compiled by the third party payor of safe, effective therapeutic drugs specifically covered by this Plan.

Foster Child: an unmarried child under the limiting age shown in the Eligibility for Coverage section of this Plan for whom a covered Employee has assumed a legal obligation. All of these conditions must be met:

1. the child is being raised as the covered Employee's;
2. the child depends on the covered Employee for primary support;
3. the child lives in the home of the covered Employee;
4. the covered Employee may legally claim the child as a federal income tax deduction.

A covered Foster Child is not a child temporarily living in the covered Employee's home; one placed in the covered Employee's home by a social service agency which retains control of the child; or whose natural parent(s) may exercise or share parental responsibility and control.

Generic Drug: a Prescription Drug that has a chemical structure that is identical to and has the same bioequivalence as a Brand Name Drug but is not manufactured under a registered brand name or trademark or sold under a brand name. The Pharmacy Benefit Manager has the discretion to determine if a Prescription Drug is a Generic Drug.

Genetic Information: information about genes, gene products (messenger RNA and transplanted protein) or genetic characteristics derived from a Participant or family member of the Participant. Genetic Information includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, Genetic Information shall not include routine physical measurements, chemical, blood, and urine analyses unless conducted to diagnose a genetic characteristic; tests for abuse of drugs; and tests for the presence of human immunodeficiency virus.

Grace Period: a period of time as determined by the Plan Sponsor that allows for the Participant to pay any Premium due.

Group Health Plan: an employee welfare benefit plan adopted by the Plan Sponsor to the extent that such Plan provides health benefits to employees or their dependents, as defined under the terms of such Group Health Plan, directly or through insurance, reimbursement or otherwise. This Plan of Benefits is a Group Health Plan.

Health Insurance Coverage: benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any Hospital or medical service policy or certificate, Hospital or medical service Plan contract, or health maintenance organization contract offered by a health insurance issuer. Health Insurance Coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

Health Status Related Factor: information about a Participant's health, including health status, medical conditions (including both physical and mental illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability (including conditions arising out of acts of domestic violence), or disability.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

Home Health Care Agency: an agency or organization licensed by the appropriate state regulatory agency to provide Home Health Care.

Home Health Care Plan: must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

Home Health Care Services and Supplies: part-time or intermittent nursing care, health aide services, or physical, occupational, or speech therapy provided or supervised by a Home Health Agency and provided to a homebound Participant in such Participant's private residence.

Hospice Agency: an organization where its main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan: a plan of terminal patient care that is established and conducted by a Hospice Agency and supervised by a Physician.

Hospice Care Services and Supplies: those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit: a facility or separate Hospital Unit that provides treatment under a Hospice Care Plan and admits at least two unrelated persons who are expected to die within six months.

Hospital: a short-term, acute-care facility licensed as a hospital by the state in which it operates. A Hospital is engaged primarily in providing medical, surgical, or acute behavioral health diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of licensed Physicians, and continuous twenty-four (24) hour-a-day services by licensed, registered, graduate nurses physically present and on duty. The term Hospital does not include Long Term Acute Care Hospitals, chronic care institutions or facilities that principally provide custodial, rehabilitative or long-term care, whether or not such institutions or facilities are affiliated with or are part of a Hospital. A Hospital may participate in a teaching program. This means medical students, interns, or residents participating in a teaching program may treat Participants.

Identification Card: the card issued by PAI to a Participant that contains the Participant's identification number.

Incapacitated Child: A covered Dependent Child who reaches the limiting age and is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the child's Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

Independent Review Organization: An external review organization approved by the South Carolina Department of Insurance and accredited by a nationally recognized private accrediting organization, and not affiliated with the health carrier.

Illness: a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

Injury: an accidental physical Injury to the body caused by unexpected means.

Intensive Care Unit: a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a “coronary care unit” or an “acute care unit”. It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special lifesaving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Late Enrollee: an Employee who enrolls under this Group Health Plan other than during:

1. The first period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days;
2. A Special Enrollment period (as set forth in the Eligibility for Coverage section).

Legal Guardian: a person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

Lifetime: a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of a Participant.

Mail Service Pharmacy: a Pharmacy maintained by the Pharmacy Benefit Manager that fills prescriptions and sends Prescription Drugs by mail.

Maternity Management Program: the voluntary program offered by the Group Health Plan to Participants who are pregnant.

Maximum Allowable Charge: is the lesser of:

- The Usual and Customary amount,
- The allowable charge specified under the terms of the Plan,
- The negotiated rate established in a contractually arrangement with a provider, or
- The actual billed charges for the covered services.

In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary charge. **This does not, however, remove the Plan Administrator’s discretionary authority to decide whether a charge should be subject to Usual and Customary guidelines, regardless of the network schedule allowance. The Plan Administrator also retains the discretionary authority to decide if a charge is a Medically Necessary and Reasonable service.**

The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, upcoding, duplicate charges, and charges for services not performed.

Maximum Payment: the maximum amount the Group Health Plan will pay for a particular Benefit. The Maximum Payment will not be affected by any Credit. The Maximum Payment will be one of these:

1. The actual charge submitted to the Plan Supervisor for the service, procedure, supply or equipment by a Provider;
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist;

3. An amount that has been agreed upon in writing by a Provider and the network used by the Plan Sponsor based upon factors including but not limited to, (i) governmental reimbursement rates applicable to the service, procedure, supply or equipment, or (ii) reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved, geographic location and the circumstances giving rise to the need for the service, procedure, supply or equipment;
4. The lowest amount of reimbursement allowed for the same or similar services, procedure, supply or equipment when provided by a Participating Provider.

Medical Care Facility: a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Child Support Order: any judgment, decree or order (including an approved settlement agreement) issued by a court of competent jurisdiction or a national medical support notice issued by the applicable state agency that:

1. Provides child support with respect to a child or provides for health benefit coverage to a child, is made pursuant to a state domestic relations law (including a community property law), and relates to the Plan of Benefits;
2. Enforces a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section 13822 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health Plan.
3. A Medical Child Support Order must clearly specify:
 - a. The name and the last known mailing address (if any) of each participant employee and the name and mailing address of each alternate recipient covered by the order;
 - b. A reasonable description of the type of coverage to be provided by the group health Plan to each such alternate recipient or the manner in which such type of coverage is to be determined;
 - c. The period to which such order applies;
 - d. Each group health Plan to which such order applies.
4. If the Medical Child Support Order is a national medical support notice, the order must also include:
 - a. The name of the issuing agency;
 - b. The name and mailing address of an official or agency that has been substituted for the mailing address of any alternate recipient;
 - c. The identification of the underlying Medical Child Support Order.
5. A Medical Child Support Order meets the requirement of this definition only if such order does not require a group health Plan to provide any type or form of the requirements of a law relating to medical child support described in Section 1908 of the Social Security Act (as added by section of 13822 of the Omnibus Budget Reconciliation Act of 1993).

Medical Emergency: a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

Medical Non-Emergency Care: care which can safely and adequately be provided other than in a Hospital.

Medically Necessary/Medical Necessity/Medical Care Necessity: health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;

3. not primarily for the convenience of the patient, Physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Medical Record Review: in the event that the Plan, based upon a medical record review and audit, determines that a different treatment or different quantity of a drug or supply was provided which is not supported in the billing, then the plan Administrator may determine the Maximum Allowable Charge according to the medical record review and audit results.

Medical Supplies: supplies that are:

1. Medically Necessary;
2. Prescribed by a Physician acting within the scope of his or her license (or are provided to a Participant in a Physician's office);
3. Are not available on an over-the-counter basis (unless such supplies are provided to a Participant in a Physician's office and should not (in PAI's discretion) be included as part of the treatment received by the Participant);
4. Are not prescribed in connection with any treatment or benefit that is excluded under this Plan of Benefits.

Medicare: the Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental Health Parity: Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this Plan applies the terms **uniformly** and enforces parity between covered health care Benefits and covered mental health and substance disorder Benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Mental Health Services: treatment (except Substance Abuse Services) for a condition that is defined, described or classified as a psychiatric disorder or condition in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and is not otherwise excluded by the terms and conditions of this Plan of Benefits.

Midwife: a person who is certified or licensed to assist women in the act of childbirth.

Milieu Therapy: type of treatment in which the patient's social environment is manipulated for his/her benefit.

Morbid Obesity: a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Participant.

Natural Teeth: teeth that:

1. Are free of active or chronic clinical decay;
2. Have at least 50% bony support;
3. Are functional in the arch;
4. Have not been excessively weakened by multiple dental procedures;
5. Teeth that have been treated for one (1) or more of the conditions referenced in 1-4 above and, as a result of such treatment, have been restored to normal function.

No-fault Auto Insurance: basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Non-Participating Provider: any Provider who does not have a current, valid contract with one of the networks used by this Plan of Benefits.

Non-Preferred Brand Name Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer but does not appear on the list of Preferred Brand Name Drugs and has not been chosen by PAI or its designated Pharmacy Benefit Manager to be a Preferred Brand Name Drug, including any Brand Name Drug with an “A” rated Generic Drug available.

Orthognathic surgery: surgery performed on the bones of the jaws to change their positions. Orthognathic surgery is corrective facial surgery where deformities of the jaw exist. It may be indicated for functional, cosmetic , or health reasons. It is surgery commonly done on the jaws in conjunction with orthodontic treatment, which straightens the teeth.

Orthopedic Device: any rigid or semirigid leg, arm, back or neck brace and casting materials that are used directly for the purpose of supporting a weak or deformed body member or restricting or eliminating motion in a diseased or injured part of the body.

Orthotic Device: any device used to mechanically assist, restrict, or control function of a moving part of the Participant’s body.

Other Plan: includes, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or guarantor of a responsible party;
6. Any policy of insurance from any insurance company or guarantor of a third party;
7. Worker’s compensation or other liability insurance company;
8. Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

Outpatient Care and/or Services: treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician to a person not admitted as a registered bed patient; or services rendered in a Physician’s office, laboratory or X-ray facility, and Ambulatory Surgical Center, or the patient’s home.

Out-of-Pocket Maximum: the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses incurred during a Benefit Year that a Participant will be required to pay.

Over-the-Counter Drug: a drug that does not require a prescription.

Paid Claim: for contractual purpose of this Plan, means a claim will be deemed Paid on the date a check is cut for the services rendered.

Partial Hospitalization: an outpatient program specifically designed for the diagnosis or active treatment of a Mental Disorder or Substance Abuse when there is a reasonable expectation for improvement or when it is necessary to maintain a patient’s functional level and prevent relapse; this program shall be administered in a psychiatric facility which is accredited by the Joint Commission on Accreditation of Health Care Organizations and shall be licensed to provide partial hospitalization services, if required, by the state in which the facility is providing these services. Treatment lasts less than 24 hours, but more than four hours a day and no charge is made for room and board.

Participant: an Employee or Dependent who has enrolled (and qualifies for coverage) under this Plan of Benefits. A Participant may also include individuals who meet the criteria under the “other eligible group classifications” as defined in the Eligibility section of this document.

Participant Effective Date: the date on which a Participant is covered for Benefits under the terms of this Plan of Benefits.

Participating Provider: a Physician, Hospital or other Provider who has a signed contract with one of the networks used by this Plan of Benefits and who has agreed to provide Benefits to a Participant and submit claims to PAI and to accept the Allowed Amount as payment in full for Benefits. The participating status of a Provider may change.

Pharmacy: a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

Physician: a person who is:

1. Not an:
 - a. Intern;
 - b. Resident;
 - c. In-house physician;
2. Duly licensed by the appropriate state regulatory agency as a:
 - a. Medical doctor;
 - b. Oral surgeon;
 - c. Osteopath;
 - d. Podiatrist;
 - e. Chiropractor;
 - f. Optometrist;
 - g. Psychologist with a doctoral degree in psychology;
3. Legally entitled to practice within the scope of his or her license;
4. Customarily bills for his or her services.

Physician Services: these services, performed by a Physician within the scope of his or her license, training and specialty and within the scope of generally acceptable medical standards as determined by PAI:

1. Office visits, which are for the purpose of seeking or receiving care for an illness or injury;
2. Basic diagnostic services and machine tests;
3. Physician Services includes these services when performed by a medical doctor, osteopath, podiatrist or oral surgeon, but specifically excluding such services when performed by a chiropractor, optometrist, or licensed psychologist with a doctoral degree:
 - a. Benefits rendered to a Participant in a Hospital or Skilled Nursing Facility;
 - b. Benefits rendered in a Participant’s home;
 - c. Surgical Services;
 - d. Anesthesia services, including the administration of general or spinal block anesthesia;
 - e. Radiological examinations;
 - f. Laboratory tests;

- g. Maternity services, including consultation, prenatal care, conditions directly related to pregnancy, delivery and postpartum care, and delivery of one or more infants. Physician Services also include maternity services performed by certified nurse midwives.

Plan: any program that provides benefits or services for medical or dental care or treatment including:

1. Individual or group coverage, whether insured or self-insured. This includes, but is not limited to, prepayment, group practice or individual practice coverage;
2. Coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage is a separate Plan for purposes of this Plan of Benefits. If a Plan has two (2) or more parts and the coordination of benefits rules apply only to one (1) of the parts, each part is considered a separate Plan.

Plan Administrator: the entity charged with the administration of the Plan of Benefits. The Plan Sponsor is the Plan Administrator of this Plan of Benefits.

Plan of Benefits: This Plan of Benefits including, the membership application, the Schedule of Benefits, and all endorsements, amendments, riders or addendums.

Plan of Benefits Effective Date: 12:01 AM on the date listed on the Schedule of Benefits.

Plan Sponsor: also known as the Employer.

Plan Year: the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

Post-Service Claim: any claim that is not a Pre-Service Claim.

Preadmission Review: the review that must be obtained by a Participant (or the Participant's representative) prior to all Admissions that are not related to an Emergency Medical Condition.

Preauthorized/Preauthorization: the approval of Benefits based on Medical Necessity prior to the rendering of such Benefits to a Participant. Preauthorization means only that the Benefit is Medically Necessary. Preauthorization is not a guarantee of payment or a verification that Benefits will be paid or are available to the Participant. Notwithstanding Preauthorization, payment for Benefits is subject to a Participant's eligibility and all other limitations and exclusions contained in this Plan of Benefits. A Participant's entitlement to Benefits is not determined until the Participant's claim is processed.

Preferred Brand Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer and appears on the list of Preferred Brand Drugs.

Preferred Brand Name Drug: a Prescription Drug that has been reviewed for cost effectiveness, clinical efficacy and quality that is preferred by the Pharmacy Benefit Manager for dispensing to Participants. Preferred Brand Name Drugs are subject to periodic review and modification by PAI, or its designated Pharmacy Benefit Manager, and include Brand Name Drugs and Generic Drugs.

Pregnancy: childbirth and conditions associated with Pregnancy, including complications.

Premium: the monthly amount paid to the Plan Sponsor by the Participant for coverage under this Plan of Benefits. Payment of Premiums by the Participant constitutes acceptance by the Participant of the terms of this Plan of Benefits.

Prescription Drugs: a drug or medicine that is:

1. Required to be labeled that it has been approved by the Food and Drug Administration;
2. Bears the legend “Caution: Federal Law prohibits dispensing without a prescription” or “R_x Only” prior to being dispensed or delivered, or labeled in a similar manner;
3. Insulin.

Additionally, to qualify as a Prescription Drug, the drug must:

1. Be ordered by a medical doctor or oral surgeon as a prescription;
2. Not be entirely consumed at the time and place where the prescription is dispensed;
3. Be purchased for use outside a Hospital.

Prescription Drugs which otherwise may not meet the definition of Prescription Drugs:

1. DESI drugs – These drugs are determined by the FDA (Food and Drug Administration) as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the medications’ uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today’s marketplace.
2. Controlled substance 5 (CV) OTC’s are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medications as OTC. Nevertheless, depending on certain state Pharmacy laws, the medications may be considered prescription medications and are, therefore, all covered.
3. Single entity vitamins – These vitamins have indications in addition to their use as nutritional supplements. For this reason, Plan supervisor recommends covering these medications. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system; vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage; and folic acid for the treatment of megaloblastic and macrocytic anemias.

Prescription Drug Copay: the amount payable, if any, set forth on the Schedule of Benefits, by the Participant for each Prescription Drug filled or refilled. This amount will not be applied to the Benefit Year Deductible or the Out-of-Pocket Maximum.

Pre-Service Claim: any claim or request for a Benefit where prior authorization or approval must be obtained from BlueCross Medical Review Department before receiving the medical care, service or supply.

Primary Plan: a Plan whose benefits must be determined without taking into consideration the existence of another Plan.

Prior to Effective Date or After Termination Date: dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminate, unless Extension of Benefits applies.

Protected Health Information (PHI): Protected Health Information as that term is defined under HIPAA.

Prosthetic Device: any device that replaces all or part of a missing body organ or body member, except a wig, hairpiece or any other artificial substitute for scalp hair.

Provider: any person or entity licensed by the appropriate state regulatory agency and legally engaged within the scope of such person or entity’s license in the practice of:

- ◆ Medicine
- ◆ Dentistry
- ◆ Optometry
- ◆ Podiatry
- ◆ Chiropractic Services
- ◆ Physical Therapy
- ◆ Behavioral Health
- ◆ Oral Surgery
- ◆ Speech Therapy
- ◆ Occupational Therapy

Provider includes a long-term-care Hospital, a Hospital, a rehabilitation facility, Skilled Nursing Facility, and nurses practicing in expanded roles (such as pediatric nurse practitioners, family practice nurse practitioners and certified nurse midwives) when supervised by a medical doctor or oral surgeon. The term Provider does not include physical trainers, lay midwives or masseuses.

Qualified Medical Child Support Order (QMCSO): a Medical Child Support Order that:

1. Creates or recognizes the existence of an Alternate Recipient's right to enroll under this Plan of Benefits;
2. Assigns to an Alternate Recipient the right to enroll under this Plan of Benefits.

Qualifying Event: for continuation of coverage purposes, a Qualifying Event is any one of these:

1. Termination of the Employee's employment (other than for gross misconduct) or reduction of hours worked that renders the Employee no longer Actively at Work and therefore ineligible for coverage under the Plan of Benefits;
2. Death of the Employee;
3. Divorce or legal separation of the Employee from his or her spouse;
4. A Child ceasing to qualify as a Dependent under this Plan of Benefits.
5. Entitlement to Medicare by an Employee, or by a parent of a Child;
6. A proceeding in bankruptcy under Title 11 of the United States Code with respect to an Employer from whose employment an Employee retired at any time.

Reasonable and/or Reasonableness: in the administrator's discretion, services or supplies, or fees for services or supplies which are necessary for the care and treatment of illness or injury not caused by the treating Provider. Determination that fee(s) or services are reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of injury or illness necessitating the service(s) and/or charge(s).

This determination will consider, but will not be limited to, the findings and assessments of these entities: (a) The national Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients, are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented to the Plan Administrator. A finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or service(s) are not considered to be Reasonable, and as such are not eligible for payment (exceed the Maximum Allowable Charge), when they result from Provider error(s) and/or facility-acquired conditions deemed "reasonably preventable" through the use of evidence-based guidelines, taking into consideration but not limited to CMS guidelines.

The Plan reserves for itself and parties acting on behalf of the right to review charges processed and/or paid by the Plan, to identify charge(s) and/or service(s) that are not Reasonable and therefore not eligible for payment by the Plan.

Rescission: a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage is not a Rescission if the cancellation or discontinuance of coverage:

1. Has only a prospective effect;
2. Is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage.

A Rescission retroactively canceling coverage is permitted if an individual performs an act, practice or omission that constitutes fraud or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan or coverage.

Residential Treatment Center: a licensed institution, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients,
2. Has the services of a Psychiatrist (Addictionologist, when applicable) or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PRN as indicated;
3. Has a Physician or registered nurse (RN) present onsite who is in charge of patient care along with one or more registered nurses (RNs) or licensed practical nurses (LPNs) onsite at all times (24/7);
4. Keeps a daily medical record for each patient;
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat behavioral health disorders and is not a group or boarding home, boarding or therapeutic school, half-way house, sober living residence, wilderness camp or any other facility that provides Custodial Care;
6. Is operating lawfully as a residential treatment center in the area where it is located.

Retired Employee: a former Active Employee of the Plan Sponsor who was retired while employed by the Plan Sponsor under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the Retired Employee.

Schedule of Benefits: the pages of this Plan of Benefits so titled that specify the coverage provided and the applicable Copays, Coinsurance, Benefit Year Deductibles and Benefit limitations.

Second Opinion: an opinion from a Physician regarding a service recommended by another Physician before the service is performed, to determine whether the proposed service is Medically Necessary and covered under the terms of this Plan of Benefits.

Secondary Plan: the Plan that has secondary responsibility for paying a Participant's claim as determined through the coordination of benefits provisions of this Plan of Benefits.

Sickness: For a covered Employee and covered Spouse: Illness, disease or Pregnancy.

For a covered Dependent other than Spouse: Illness or disease.

Skilled Nursing Facility: a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an inpatient basis to person convalescing from Injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician.
3. It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
4. It maintains a complete medical record on each patient.
5. It has an effective utilization review plan.
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mentally challenged, Custodial or education care or care of Mental Disorders.
7. It is approved and licensed by Medicare.

This term also applies to charges incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital, long-term acute care facility or any other similar nomenclature.

Special Enrollment: the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Plan of Benefits may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility For Coverage section of this Plan of Benefits.

Specialist: a Physician who specializes in a particular branch of medicine.

Specialty Drugs: Prescription Drugs that treat a complex clinical condition and/or require special handling such as refrigeration. They generally require complex clinical monitoring, training and expertise. Specialty Drugs include, but are not limited to, infusible Specialty Drugs for chronic diseases, injectable and self-injectable drugs for acute and chronic diseases, and specialty oral drugs. Specialty Drugs are used to treat acute and chronic disease states (e.g. growth deficiencies, hemophilia, multiple sclerosis, rheumatoid arthritis, Gaucher's Disease, hepatitis, cancer, organ transplantation, Alpha 1-antitrypsin disease and immune deficiencies).

Spinal Manipulation/Chiropractic Care: skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Substance Abuse: the continued use, abuse and/or dependence on legal or illegal substance(s), despite significant consequences or marked problems associated with the use (as defined, described or classified in the most current version of *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association).

Substance Abuse Services: services or treatment relating to Substance Abuse.

Totally Disabled/Total Disability: the Participant is able to perform none of the usual and customary duties of such Participant's occupation. With respect to a Participant who is a Dependent, the terms refer to disability to the extent that such Participant can perform none of the usual and customary duties or activities of a person in good health of the same age. The Participant must provide a licensed medical doctor's statement of disability upon periodic request by the Group Health Plan.

Transplant: The transfer of organs or tissues, including bone marrow, stem cells and cord blood, from human to human. Transplants are covered only at facilities approved by PAI in writing and include only those procedures that otherwise are not excluded by this Plan of Benefits. Preauthorization is required. Transplant Physician Charges are subject to the Benefit Year Deductible.

Transplant Benefit Period: the period of time that for Transplant of:

1. an organ, the period that begins one day prior to the Admission date for Transplant and continues for a 12-month period. Anti-rejection drugs are not subject to the Transplant Benefit Period;
2. bone marrow, the period that begins one day prior to the date marrow ablative therapy begins, or one day prior to the day the preparative regimen for non-myeloablative Transplant begins and continues for a twelve (12) month period. Mobilization therapy and stem-cell harvest are also included. Anti-rejection drugs are not subject to the Transplant Benefit Period.

Urgent Care: treatment required in order to treat an unexpected illness or injury that is life-threatening and required in order to prevent a significant deterioration of the Participant's health if treatment were delayed.

Urgent Care Claim: any claim for medical care or treatment where making a determination under other than normal time frames could seriously jeopardize the Participant's life or health or the Participant's ability to regain maximum function; or, in the opinion of a medical doctor or oral surgeon with knowledge of the Participant's medical condition, would subject the Participant to severe pain that could not be managed adequately without the care or treatment that is the subject of the claim.

Usual and Customary (U & C): Only Usual and Customary charges are covered expenses. When determining whether an expense is Usual and Customary, the Plan Administrator will take into consideration the fee(s) which the provider most frequently charges the majority of patients for the service or supply, and the prevailing range of fees charged in the same “area” by provider of similar training and experience for the service or supply. The term(s) “same geographic locale” and/or “area” shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of providers, person or organizations rendering such treatment, services, or supplies for which a specific charge is made. To be Usual and Customary, fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

The term “Customary” refers to the form and substance of a service, supply, or treatment provided in accordance with generally accepted standards of medical practice to one individual, which is appropriate for the care or treatment of the same sex, comparable age and who receive such services or supplies within the same geographic locale.

The term “Usual and Customary” does not necessarily mean the actual charge made nor the specific service or supply furnished to a Participant by a provider of services or supplies, such as a physician, therapist, nurse, hospital, or pharmacist. The Plan Administrator will determine what the Usual and Customary charge is, for any procedure, service, or supply, and has the discretionary authority to decide whether a specific procedure, service or supply is Usual and Customary.

Usual and Customary charges may alternatively be determined and established by the Plan using normative data such as Medicare cost to charge ratios, average wholesale price (AWP) for prescriptions and/or manufacturer’s retail pricing (MRP) for supplies and devices. In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary Charge. This does not, however, remove the Plan Administrator’s discretionary authority to decide whether a charge is Usual and Customary.

Waiting Period: a period of continuous employment with the Plan Sponsor that an Employee must complete before becoming eligible to enroll in the Plan of Benefits.

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Oconee County
Employee Medical Benefits Plan
Effective Date: May 1, 2019

Plan Document Signature Page

Employer hereby amends and restates by this Plan Document an employee welfare benefit plan. It is intended that this Plan Document will serve to describe the nature, funding and benefits of the Plan.

Amanda F Brock

By

Administrator

Title

Amanda F Brock

Typed/Printed Name

04.29.2019

Date

Myra E. Gibson

Witness

Oconee County
Plan Sponsor
OconeeCountyPD2019



Oconee County Ordinance 2016-24
EXHIBIT A

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of “ATTACHMENT C” to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
 - a. “Grandfathered Employees” are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
 - b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were

actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.

- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d. below,
 - d. The Subsidy:
 - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
 - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
 - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
 - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).
5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.
- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
 - b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
 - c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.
 - d. No Subsidy will be provided Non-grandfathered Employees or their spouses.

6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

Summary:

Grandfathered Employees

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

Non-Grandfathered Employees

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

Employees hired on or after July 1, 2005

- Oconee County provides no retiree health care coverage or Subsidy.

Current Retirees

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

BE IT ORDAINED by the County Council for Oconee County, South Carolina (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2020-2021 fiscal year for the School District of Oconee County:

School Operations	\$	67,085,205
School Debt	\$	17,162,112
Total School District	\$	<u>84,247,317</u>

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County for the fiscal year beginning July 1, 2020 and ending June 30, 2021 is hereby directed to be levied upon all property eligible to be taxed for this purpose in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to County Council, for approval by County Council, a sufficient millage levy, and the Treasurer of Oconee County is hereby directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared severable.

SECTION 6

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2020.

Adopted in meeting duly assembled this ____ day of June, 2020.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis III
Chairman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading: May 19, 2020
Second Reading: June 2, 2020
Public Hearings: June 11, 2020
Third Reading: June 16, 2020
Public Hearing: June 16, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

For the fiscal year beginning July 1, 2020 and ending June 30, 2021, \$741,250 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2020 and ending June 30, 2021, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

SECTION 4

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 5

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2020.

Adopted in meeting duly assembled this ____ day of June, 2020.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis III
Chairman, Oconee County Council

ATTEST

Katie Smith
Clerk to County Council

First Reading: May 19, 2020
Second Reading: June 2, 2020
Public Hearings: June 11, 2020
Third Reading: June 16, 2020
Public Hearing: June 16, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2020-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Clemson University is an agency, institution, department (including any division or bureau thereof), or political subdivision of the State of South Carolina, and desires to lease from County certain real property located at 200 Booker Drive, Walhalla, South Carolina (the “Demised Premises”); and,

WHEREAS, the County desires to lease the Demised Premises to Clemson University for purposes of operating a health clinic and carrying out related activities, all pursuant to the Governmental Real Estate Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

WHEREAS, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2020.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: April 21, 2020
Second Reading: May 5, 2020
Third Reading: May 19, 2020 [motion to delay]
June 16, 2020
Public Hearing: May 19, 2020
June 16, 2020

2020-12 EXHIBIT A

GOVERNMENTAL REAL ESTATE LEASE AGREEMENT

THIS GOVERNMENTAL REAL ESTATE LEASE AGREEMENT (“Lease”) is made as of the _____ of _____, 2020, by and between: Oconee County, South Carolina (“Landlord”), a body politic and corporate and a political subdivision of the State of South Carolina, having an address at: 415 South Pine Street, Walhalla, South Carolina, 29691 c/o the County Administrator and Clemson University (“Tenant”) an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 201 Sikes Hall, Clemson, SC 29634.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the “Demised Premises”) consisting of _____ rentable square feet on the first floor(s) of the Oconee County Health Building (the “Building”) located at: 200 Booker Drive, Walhalla, SC, in the County of Oconee, State of South Carolina (the “Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit “A.”

ARTICLE 2 - TERM

2.1. The term of this Lease shall be five (5) years (the “Initial Term”) beginning on _____, 2020 (the “Commencement Date,” and, unless terminated or extended, shall end on _____, 2025 (the “Termination Date”). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right to extend the term of this lease for up to two (2) consecutive periods of five (5) years each (the “Extended Term”) upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant’s intent to extend the then existing term at least one hundred twenty (120) days prior to the expiration of the then existing term.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the “Basic Rent”) to Landlord during the Initial Term at the rate of \$1.00 per year, the receipt of which is hereby acknowledged. Rent during each Extended Term shall be agreed upon by the parties, if an agreement can be reached, within thirty (30) days of Tenant giving Landlord its notice to extend the term, as described in subparagraph 2.1. The parties agree to make their best efforts, and to negotiate in good faith, in order to arrive at a suitable rent for any Extended Term.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for initiatives supporting Tenant’s missions and goals of the Clemson Health Clinic – Walhalla, including (1) the provision of primary care services on-site, (2) the provision of telehealth access to specialists, (3) the locating of Tenant’s mobile health clinic van, thereby expanding its outreach into underserved areas, and (4) similar and related activities, all for the general public good (collectively, the “Permitted Uses”). It is expressly understood and agreed that Tenant’s execution of the Permitted Uses is a material inducement to, and valuable consideration for, Landlord entering into this Lease.

4.2. If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or

uneconomical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease upon not less than sixty (60) days written notice to Landlord, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant may sublet a portion of the Demised Premises with the prior written consent of Landlord, which shall not be unreasonably withheld.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sublessee of Tenant consented to by Landlord, and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant include water and sewer, lighting, heating, air conditioning, electricity, pest control, fire detection, grounds maintenance, general building maintenance, electrical systems maintenance, HVAC operation and maintenance, plumbing maintenance and any other service reasonably necessary to maintain and operate all building and site improvements in order to carry out the Permitted Uses. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Tenant shall be directly responsible for all costs associated with information technology, telephone services, janitorial (including all waste disposal), and utilities. These expenses shall be prorated based upon Tenant's percentage use of the building.

6.2. Tenant's requests for operational and maintenance assistance shall be directed to the Oconee County Administrator or his or her designee.

ARTICLE 7 - LANDLORD'S OBLIGATIONS

7.1. Landlord makes the following assertions to Tenant that:

(a) Landlord is the owner of the Land and Building, and Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(c) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(d) Landlord shall be responsible for all necessary repairs and maintenance to the structural, mechanical, electrical, plumbing, and building envelope components of the Demised Premises as necessary to keep in the same condition as at the commencement of this Lease. Tenant shall ensure that the interior of the Demised Premises is kept in good order and repair, and that it is maintained in a clean and sanitary condition. Tenant shall be responsible for any abuse or destruction to any part of the Demised Premises not due to ordinary wear and tear or an act or omission of Landlord;

(e) The Demised Premises is presented to Tenant by Landlord without representation or warranty as to the condition of the Demised Premises in general, or as to suitability for Tenant's contemplated uses specifically, and Tenant is accepting the Demised Premises as is, with all faults;

(f) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature. Notwithstanding the provisions of Article 16 relating to Minor Repairs, Landlord will repair or protect the Demised Premises from the aforementioned hazards within thirty (30) days after Landlord has notice of damage or the need for repair;

(g) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage, unless such damage or hazard is created by an act or omission of Tenant, within thirty (30) days after Landlord has notice of damage or the need for repair;

(h) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(i) Notwithstanding Landlord's "Services," "Obligations," and other responsibilities and representations enumerated herein, Tenant shall be responsible for ensuring that the Demised Premises comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto. Landlord agrees, however, that its renovation work, as described below and on the attached Exhibit "B," may be dedicated in whole or in part by Tenant to ensuring ADA compliance.

7.2 Landlord acknowledges that Tenant is relying upon each of the obligations set forth in subparagraph 7.1, which are substantial and material to Tenant. In the event such obligations shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.2.(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

- (a) Pay Basic Rent when due;
- (b) Occupy the Demised Premises for the sole purpose of carrying out, and will make its best efforts to carry out, the Permitted Uses;
- (c) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees;
- (d) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;
- (e) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises;
- (f) Allow Landlord reasonable access to the Demised Premises for inspections; and
- (g) Shall not install any signs on the Land, Building, or Demised Premises without the prior written consent of Landlord.
- (h) Tenant and its employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any

federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Demised Premises. Notwithstanding the foregoing, Tenant shall not be prohibited from handling, placing, storing, using, and transporting Hazardous Materials that are required to be used by Tenant consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall materially comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1 Notwithstanding the limitations contained in Paragraph 7, above, Landlord shall make renovations to the Demised Premises in accordance Exhibit "B" (the "Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances including installation of a sprinkler system, if required. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall take possession of the Demised Premises, in which event Basic Rent shall abate until completion of the Renovations. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

10.2. Tenant may not, without the prior written consent of Landlord, which shall not be unreasonably withheld, make additions, improvements or alterations to the Demised Premises ("Improvements"). Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, and Landlord consents to the same, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises, provided they are removed by Tenant prior to the termination of this Lease and without causing damage to the Demised Premises

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there be any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") cannot be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises. Notwithstanding any provision contained herein to the contrary, the decision to commence and complete Restoration of the Building and the Demised Premises rests with Landlord, in its sole discretion. If Landlord determines to effect Restoration of the Building and Demised Premises, it shall give Tenant notice of such decision within thirty (30) days of the occurrence.

11.3. If Tenant elects to allow Landlord to commence and complete Restoration of the Building and the Demised Premises, and Restoration is not completed within thirty (30) days after Landlord's stated Restoration completion date, then Tenant may terminate this Lease by notice to Landlord, whereupon Basic Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain in force a policy of insurance insuring the Demised Premises against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

12.3. Tenant shall maintain a policy of Tort Liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence.

12.4. Landlord shall not be responsible for any loss to personal property of Tenant or Tenant's guests, invitees, licensees, sublessees, or others entering the Demised Premises, due to fire, theft, or any other damages, including any acts of nature. Landlord shall maintain coverage as indicated in subparagraph 12.1, yet Tenant understands that such insurance will not cover personal property due to loss and that it is Tenant's responsibility to obtain insurance to adequately cover such property.

12.5. Tenant shall be responsible for the acts and omissions of its employees, agents and officers, in accordance with applicable law.

ARTICLE 13 – LANDLORD AND TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date, Tenant and Landlord shall have the right to cancel this Lease or to relinquish or claim any portion of the Demised Premises upon giving at least one hundred eighty (180) days advance written notice of such decision to the other party.

13.2. Tenant shall further have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord notice of its cancellation upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the South Carolina Department of Administration, Division of General Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If at any time during the Initial Term or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the South Carolina Department of Administration, Division of General Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct.

13.3. Landlord shall further have the right to cancel this Lease or to claim any portion of the Demised Premises upon giving Tenant notice of such determination upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are insufficient to allow Landlord to carry out its responsibilities under this Lease in whole or in part; or

(b) If the Landlord is dissolved or otherwise no longer performs the functions and purposes ascribed to it as are relevant to this Lease; or

(c) If Tenant shall have breached any covenant, condition, representation, or warranty made by Tenant in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Landlord to Tenant of such breach and request to cure or correct.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's broker, consultant or advisory fees.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16 - MINOR REPAIRS

16.1. If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, failed lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises but which did not arise from an act or omission of Tenant, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination. Tenant shall be solely responsible for repairing or replacing such portions of the Demised Property as are damaged as a result of its acts or omissions.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear; permitted additions, Improvements or alterations made by Tenant; the results of any damage or destruction not caused by Tenant or a guest, invitee, licensee, or sublessee of Tenant; or a Taking. Tenant shall remove from the Demised Premises, without causing damage thereto, on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Initial Term or Extended Term, if any, until either Landlord or Tenant, by thirty (30) days

written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1 Tenant shall enjoy shared use of the surface parking lot surrounding the Building with the adjacent Magistrate’s facility, and as to street parking, Tenant will enjoy such parking as is available in concert with overflow from the Oconee County Courthouse. Landlord will make its best efforts to provide a parking spot for Tenant’s Mobile Health Clinic Van in a location that allows for connection to power to recharge the van’s batteries.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7.

22.8. Exhibit “A” and “B” referred to in this Lease are incorporated herein and made a part hereof.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:

OCONEE COUNTY, SOUTH CAROLINA

Amanda F. Brock, Oconee County Administrator

Date

WITNESS:

TENANT:
CLEMSON UNIVERSITY

Anthony E. Wagner, EVP for Finance & Operations

Date

WITNESS:

President James P. Clements

Date

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Division of General Services, Real Property Services, this ____ day of _____, 2020.

EXEMPT
Program Manager/Attorney

Exhibit "A"
Floor Plan

DRAFT

Exhibit “B”
Renovations

Landlord will effect the following repairs and renovations prior to, or within a reasonable time after, the Commencement Date:

1. Exterior:
 - a. Pressure wash sidewalk, stairs, and building
 - b. Seal and/or paint brick façade
 - c. Ensure handrails are stable, refinish and repaint
 - d. Ensure stairs are appropriately striped
 - e. Trim adjacent trees as necessary
 - f. Repaint curbs and parking spaces as necessary
 - g. Ensure outdoor lighting is functional
 - h. Installation of door access push button
2. Interior:
 - a. Repair damaged walls (auditorium, exam rooms)
 - b. Paint walls as necessary (cream or linen color)
 - c. Repair and paint trim / baseboards as necessary, including installation where missing
 - d. Replace ceiling tiles
 - e. Strip and wax flooring
 - f. Replace lights with energy efficient LED lighting as necessary
 - g. Replace wall returns and supply vents where necessary
 - h. Install receptacle and emergency generator as backup power for a medical refrigerator
 - i. Ensure all doors function properly
 - j. Bathrooms:
 - i. Replace sinks where necessary
 - ii. Ensure proper handrails are in place
 - k. Waiting Room area:
 - i. Replace plexiglass / marble wall with closed wall
 - ii. Reconstruct wall to establish an appropriate check-in area
 - l. Exam rooms:
 - i. Remove cabinets
 - ii. Replace sinks where necessary
 - m. Auditorium:
 - i. Paint / refinish cabinets
 - n. Lab intake space:
 - i. Paint / refinish cabinets
 - o. Provider space / conference room / bathroom:
 - i. Replace sink
 - ii. Remove existing cabinets, replace with shelves for supplies

Landlord’s obligation to repair and renovate the Building, as outlined above, is limited to One Hundred Ten Thousand and 00/100 (\$110,000.00) Dollars in value and/or direct expense (“Renovation Limit”). In the event Landlord is unable to accomplish all listed items without exceeding the Renovation Limit, then Tenant shall revise the list, with the assistance of Landlord, in order to keep within the Renovation Limit. In the event the Renovation Limit is exhausted prior to completion of all items of repair and renovation listed above, Tenant may, in its sole discretion, provide supplemental funding to assist in effecting all or a portion of the remaining repairs and renovations.

Tenant will provide the following: necessary furniture for the Demised Premises; telephone, IT, HIPAA compliant Wi-Fi servers, and data infrastructure and equipment; and all items necessary to operate the Tenant’s programs out of the Demised Premises.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-09**

**AN ORDINANCE AMENDING THE “SIGN CONTROL
ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.”**

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”); and,

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, the Sign Control Ordinance of Oconee County, South Carolina in order to, among other things, (1) ensure public safety by reducing distracted driving and (2) preserve the natural and scenic beauty of the County; and,

WHEREAS, County Council has therefore determined to modify the Sign Control Ordinance of Oconee County, South Carolina, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article 8 of Chapter 32 of the Code of Ordinances, entitled the Sign Control Ordinance of Oconee County, South Carolina, is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 8 of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition or application to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapters 32 of the Code of Ordinances, as in effect prior to final adoption of this ordinance.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2020.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council

ATTEST:

By: _____
Katie Smith
Clerk to County Council

First Reading: June 16, 2020
Second Reading: _____
Third Reading: _____
Public Hearing: _____

2020-09 Exhibit A

Sec. 32-515. Title.

This article shall be known as the “Sign Control Ordinance of Oconee County, South Carolina.”

Sec. 32-516. Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement of all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties necessary to discourage violations of these standards and to establish appropriate fees to offset costs associated with implementation.

Sec. 32-517. Authority.

This article is adopted pursuant to the provisions of S.C. Code § 4-9-25 and § 4-9-30. Personnel employed by the county as planning and zoning officials, code enforcement officers, building code officials, and personnel employed by the sheriff of the county are vested with the authority to enforce and administer signage control within the county.

Sec. 32-518. Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs proposed to be constructed in the unincorporated areas of the county shall be permitted under, and/or governed by, these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

Sec. 32-519. Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Where applicable, words used in the present tense include the future tense, and the singular includes the plural.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by this article, which has an obsolete advertising message or no advertising message, or one for which a permit has not been obtained or is not current. Public service signage shall not be considered abandoned under this definition.

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location.

Building mounted sign or billboard means any sign or billboard attached to, or artistically rendered upon (such as a painting), a building or canopy/awning attached to a building or structure.

Excepted billboard means a billboard falling within one of the following categories that are excepted from the county’s general billboard prohibition: (1) a billboard which is visible from Interstate 85 and which is erected with the purpose of its message being read from the traveled way of Interstate 85, as determined by the Planning Director; (2) a billboard which is less than thirty-two (32) square feet in size and less than ten (10) linear feet in height; (3) a billboard erected by or for a governmental entity for a public purpose; and (4) an Existing billboard.

Existing billboard means a billboard lawfully erected within the boundaries of the county prior to the adoption of this article, as amended by Oconee County Ordinance 2020-___.

Group development means any aggregate non-residential, mixed-use, and/or multi-family development project, commonly referred to as (by way of example and not limitation) a strip mall,

mall, town-center development, apartment or condominium complex, or town-home community, which is constructed on one or multiple lots of land.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended, or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, or specific information panels erected, caused to be erected, or approved by the state department of transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard, or a permit obtained for any sign or billboard to be placed on public property, including a county-owned or operated right-of-way.

Stacked sign or billboard means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Sec. 32-520. Billboards.

1. Only Excepted billboards are authorized within the unincorporated area of the county.
2. No billboard shall be erected within one thousand and three hundred (1,300) feet of another billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the location of an existing billboard to the proposed site.
3. Maximum sign area for any billboard is six hundred and seventy-two (672) square feet.
4. No billboard shall be located along any federal, state, or county designated scenic highway or roadway.
5. Stacked billboards are permitted so long as the aggregate sign area of the billboards does not exceed the maximum sign area of a single billboard, as allowed by this article.
6. Billboards less than ten (10) square in size feet are exempt from permitting unless illuminated or exceeding seven (7) feet in height and/or until the aggregate size of billboards less than ten (10) square feet in size exceeds ten (10) square feet on a given lot. This exemption applies to internal directional or wayfinding signage.
7. Billboards exempt from permitting remain governed by this article, where appropriate.

Sec. 32-521. General provisions applicable to signs – (monument, pole, and similar signs):

1. The following provisions apply to all signs unless a special provision contained in this article clearly indicates otherwise:
2. Number. One sign is authorized for each one hundred (100) linear feet of road frontage.
3. Size. The maximum allowable sign area per sign is seventy-five (75) square feet.
4. Height. The maximum allowable height of a sign is twenty (20) feet.
5. Setbacks. All signs shall be setback five (5) feet from the front property line and (10) ten feet from the side and rear property lines. No portion of a sign may extend into a right-of-way, over a property line, or over a drive or road. Setbacks are measured from the right-of-way if the right-of-way projects over the property line.

6. Building mounted signs. Building mounted signs are not subject to the numerical limits above; however, the maximum size of any one building mounted sign is one hundred and fifty (150) square feet, and the total sign area per building may not exceed two hundred (200) square feet. Additionally, roof mounted signs must be approved as a special exception by the Oconee County Board of Zoning Appeals.
7. Illumination.
 - a. Signs shall be top-lighted, with the light source facing downward, or internally illuminated.
 - b. No sign shall be erected, or any existing sign operated, where illumination is of such intensity or brilliance as to cause glare or impair the vision of any driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.
 - c. No sign shall be erected, or any existing sign operated, where illumination is not shielded to prevent light from being directed at any portion of a traveled right-of-way.
 - d. No sign shall be erected, or any existing sign operated, where illumination is not shielded to prevent light from being directed at a residential property.
 - e. No sign's light source shall be located so that it may be seen from residential property.
8. Automatic changeable message devices. Not permitted.
9. Moving / rotating signage. Not permitted.
10. Window signs. Window signs shall be static and shall not flash, blink, or scroll. There is no limit on the number or type of windows signs. Window signs do not count towards the total number of square footage of building mounted signage. Window signs shall be legible only from the premises on which they are located.
11. Signs and billboards on public property. Any sign or billboard installed or placed on public property, including county-owned or operated rights-of-way, except in conformance with the requirements of this article and expressly permitted by the appropriate governing authority, shall be deemed illegal and shall be subject to removal. In addition to other remedies hereunder, the county shall have the right to recover the cost of removal and disposal of such sign or billboard from the owner or the person who placed it.
12. Sculptural and nonplanar signs. The surface area of a spherical, free form, sculptural, or other nonplanar sign may be equal to the applicable amount of square footage permitted.
13. Corner lots and double frontage properties. Each frontage is allowed the specified amount of ground signage indicated in this section 32-521.
14. Signs exempt from permitting:
 - a. Signs less than ten (10) square feet in size are exempt from permitting unless illuminated or exceeding seven (7) feet in height and/or until the aggregate size of signage under ten (10) square feet on a lot totals the permitted size of a single sign, as established herein. This exemption applies to internal directional or wayfinding signage.
 - b. Replacing any sign face for content change, repair, or other replacement, provided the square footage of the sign face does not change.
 - c. Signs exempt from permitting remain governed by this article, where appropriate.

Sec. 32-522. Special provisions applicable to residential subdivision entrance signage.

1. Each residential subdivision entrance is allowed two (2) subdivision entrance signs. Such signs shall be located outside of rights-of-way and shall not encroach into any corner sight visibility triangle.
2. Subdivision entrance signs may be internally or externally illuminated.
3. Subdivision entrance signs shall not exceed seventy-five (75) square feet; shall be designed as a monument or ground sign; and shall not exceed twenty (20) feet in height. Such signs may, however, be incorporated into a wall, fence, or other structure that also shall not exceed twenty (20) feet in height. Such structures shall be located at least fifteen (15) feet from rights-of-way and shall be subject to all applicable building codes and permitting.

Sec. 32-523. Special provisions applicable group development signage.

1. Group development signage shall not be considered a billboard if located within the project area as determined by the Planning Director.
2. Individual businesses and developments within Group developments will not be permitted to construct their own ground signage along public right-of-ways.
3. Group development ground signs (monument, pole, and similar Signs):

Maximum number of ground signs in relation to road frontage	Maximum number of individual signs per ground sign	Total sign area, combined, per ground sign	Maximum height
Up to two hundred (200) linear feet of road frontage - two (2) ground Signs permitted	Five (5)	One hundred (100) square feet	Twenty (20) feet
More than two hundred (200) linear feet – three (3) ground Signs permitted	Ten (10)	Two hundred (200) square feet	Twenty (20) feet

4. Setbacks. All signs shall be setback five (5) feet from the front property line and ten (10) feet from the side and rear property lines. No portion of the sign may extend into the right-of-way, over a property line, or over a drive or road. Setbacks are measured from the right-of-way if the right-of-way projects over the property line.
5. Group development building mounted signs: canopy, marquee, wall, and similar signs.
 - a. Number of signs limited to two (2) per business.
 - b. Maximum square footage is limited to one hundred and fifty (150) square feet per sign.
 - c. Lighting, if any, shall be internal or downward facing.

Sec. 32-524. Abandoned billboards and signs.

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within forty-five (45) days of notification by the county that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned to the magistrate's court of the county during the forty-five (45) day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it in the same location with a new billboard or sign of the same size and height for a period of six (6) months from the date of removal.

Sec. 32-525. Billboard and sign submittal process.

1. Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the planning director or his/her designee at the time of application:
 - a. A completed application form;
 - b. A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets all location requirements set forth in this article;
 - c. A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state; and
 - d. Payment of required fees.

Sec. 32-526. Maintenance requirements.

All signage subject to this article must be structurally safe and maintained in a good state of repair which includes, but is not limited to, the following:

1. The sign area must be maintained free of peeling, chipping, rusting, wearing and fading so as to be fully legible at all times.
2. All parts of the sign, including the cutouts, extensions, border, trim, and sign structure must be maintained in a safe manner, free from rusting, rotting, breaking and other deterioration.
3. The sign face must not have any vegetation growing upon it or touching or clinging to it.

Sec. 32-527. Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

Sec. 32-528. Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the planning director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six (6) months from the date of issue; the owner/agent may be granted a one-time six (6) month extension, provided a written request is submitted to the planning director no later than seven (7) working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to

begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit. Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.

Sec. 32-529. Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to five hundred and 00/100 dollars (\$500.00) or imprisoned for thirty (30) days or both.

Secs. 32-530 - 32-600. Reserved.

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2020-10**

AN ORDINANCE AMENDING THE ENFORCEMENT AND PENALTY PROVISIONS OF THE “LITTER CONTROL ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA.”

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to rewrite, revise, and amend Section 12-178(2) of the Code of Ordinances by establishing revising the penalty and fine provisions contained in the “Litter Control Ordinance of Oconee County, South Carolina”; and,

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 12-178(2) of the Code of Ordinances is hereby amended to read as follows:

(2) *Penalties and fines.*

(a) Any person violating the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense plus court costs (or up to 30 days in jail, or both).

(b) In addition to the fine and/or term of imprisonment, the court must also impose, at a minimum, eight (8) hours of litter-gathering labor or other form of community service. If a person violates the provisions of this article in an amount exceeding fifteen (15) pounds, the court must impose, at a minimum, sixteen (16) hours of litter-gathering labor or other form of community service in addition to the fine or term of imprisonment. The court may waive the community service portion of

this penalty only in cases of incapacity or infirmity; under such circumstances, each hour of community service shall be replaced by an additional fifteen dollar (\$15.00) fine.

(c) Further, the court may order any person violating the provisions of this article to pay restitution to the County or to the victims for the costs of removing or abating such litter.

(d) One hundred percent (100%) of the fines collected by the County pursuant to this article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this article.

(e) The magistrate's court shall have jurisdiction to enforce this article.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2020.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council

ATTEST:

By: _____
Katie Smith
Clerk to County Council

First Reading: June 16, 2020
Second Reading: _____
Third Reading: _____
Public Hearing: _____

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 16, 2020

ITEM TITLE:

Title: Printing and Mailing All Type Tax Notices

Department(s): Assessor, Auditor, Delinquent Tax & Treasurer

Amount: Not Exceed Approved Ordinance 2020-01 Budget Amount(s)

FINANCIAL IMPACT:

Procurement anticipated to be approved by Council in Fiscal Year 2020-2021 budget process. Finance Approval: Sadale Price

Budget: 135,571.00 Project Cost: **135,571.00** Balance: **\$0.00**

Note: The total budget for this service comes from the Assessor, Auditor, Delinquent Tax and Treasurer's operational and postage approved budget amounts June 2, 2020 1st Reading of 2020-2021 Budget Ordinance was Approved

June 11, 2020 2nd Reading of 2020-2021 Budget Ordinance was Approved

June 25, 2020 3rd and Final Reading of 2020-2021 Budget Ordinance is anticipated to be approved

BACKGROUND DESCRIPTION:

The solicitation was issued to contract with an outside firm that will furnish all labor, equipment, materials and postage to provide tax bills and assessment forms, print notices and bills from data provided by the County, fold and insert into envelopes, presort, deliver to US Post Office and mail. QS1/Smith Data will generate the data files that will be provided electronically to Laser Print Plus. This will save the County money in postal expenses, and also provide tax notices that are easy to read and understand and a return envelope to be used for tax payments.

The pricing for this purchase is per a Request for Proposals (RFP) issued by the County of Greenville; which allows other South Carolina Counties, at their discretion, to make use of the County of Greenville's competitive process and to purchase directly from Laser Print Plus WY, LLC. This RFP was awarded, by the County of Greenville, in July of 2018 with the option to renew for four additional years. Since the County of Greenville has three years of optional renewals, staff is requesting to contract with Laser Print Plus for the remaining three years (1 year with the option to renew for 2 additional one-year periods.) The amount requested is based on estimated quantities and will fluctuate based on the actual number of notices mailed and the Assessor's reassessment year.

ATTACHMENT(S):

1. County of Greenville Contract with Laser Print Plus
2. County of Greenville Amendment to Contract
3. Contract Price Sheet for Oconee County

STAFF RECOMMENDATION:

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget:

1. Approve the Award for Printing and Mailing of All Type Tax Notices to Laser Print Plus WY, LLC of Columbia, SC, in an amount not to exceed the approved 2020-01 Budget, for one year, with an option to renew for two additional one-year periods.
2. Authorize the County Administrator to renew the award for up to two one-year periods, provided their work is satisfactory and the amount does not exceed the future years approved budgets for this expenditure.

Submitted or Prepared By: Tronda C. Popham

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SERVICES AGREEMENT

This AGREEMENT is made and entered into on this 21st day of July, 2018, by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 ("County"), and Laser Print Plus, located at 1261 1st Street, SE, Columbia, South Carolina 29209 ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD.** This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2019, unless extended by the County for an additional one (1) year term not to exceed four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. **SCOPE OF SERVICES.** County has employed Contractor to provide printing, insertions, and mailing services. These services to be provided by Contractor are set forth more fully in County Request for Proposals ("RFP") #74-05/16/18 and in Contractor's Response, received May 16, 2018, to County RFP #74-05/16/18, attached hereto and incorporated herein by reference.

3. **PRICE.** County agrees to pay Contractor a total sum not to exceed the pricing listed in Attachment A, attached hereto and incorporated herein by reference.

4. **STANDARD OF CARE.** Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

5. **DOCUMENTS.** In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of

County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. **PAYMENT TERMS.** Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 19. **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

7. **NON-APPROPRIATION.** **It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.**

8. **WARRANTY.** Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

9. **INSURANCE.** **The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the**

subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#74-05/16/18.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply

with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-

subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

CONTRACTOR

Nadine Chasteen, CPPO, CPPB
Director
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

Tim Delaney
President
Laser Print Plus
1261 1st Street SE
Columbia, SC 29209

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

20. **CONTRACT DOCUMENTS.** This Agreement, along with the provisions contained in County RFP #74-05/16/18 and Contractor's Response to County RFP #74-05/16/18 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Attachment "A"
- C. Contractor's Response to County RFP #74-05/16/18;
- D. County RFP #74-05/16/18.

21. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

22. **SEVERABILITY.** Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. **APPLICABLE LAW AND VENUE.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

Elizabeth Judd
Carol Woods

LASER PRINT PLUS

By: Tim DeLo

Its: President

COUNTY OF GREENVILLE 1

By: Herman G. Kirven, Jr.
Herman G. Kirven, Jr., Chairman
Greenville County Council

By: Joseph M. Kernell
Joseph M. Kernell
County Administrator

ATTEST: Jessica M Stone

~~Regina McCaskill~~ JESSICA M STONE
DEPUTY Clerk to Council



**Greenville
County**

**COUNTY OF GREENVILLE
PRINTING, INSERTION, AND MAILING SERVICES
RFP #74-05/16/18**

Pricing Sheet

Job Description	Frequency	Estimated Volume Annual	Total cost per Exhibit Pkg.	Total postage cost per exhibit Pkg.
Real Estate and Personal Property Bills Exhibit - A	1 time per year	260,195		
8.5" x 11" stock, black ink, plus highlight color one side. 24lb 2/1 bond white paper, long grain, one horizontal perf. Envelopes - Outgoing, Pink #10 single window. Return, white #9 single window.			\$.093	\$.383
Real Estate Delinquent notices Exhibit - B	1 time per year	49,810		
8.5" x 11" black ink, 24lb 1/1 bond white paper, long grain, one horizontal perf. Envelopes - Outgoing, Blue #10 single window. Return, Blue #9 single window. (Red and blue form)			\$.093	\$.383
Vehicle Bills Exhibit - C	Monthly	443,897		
8.5" x 11" stock, black ink, plus highlight color one side. 24lb 2/1 bond white paper, long grain, one horizontal perf. Envelopes - Outgoing, Yellow #10 single window. Return - White #9 single window.			\$.093	\$.383
Mobile home receipt and Vinyl sticker Exhibit - D	Weekly	15,144		
8.5" x 11" stock, black ink. 4 color digital Sticker on vinyl label (color change annually) with 1" variable digits. Freezer grade adhesive. Envelope - outgoing white #10 double window.			\$.70	\$.410

NOTE: AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THE RESPONSE WILL BE DISQUALIFIED.

Authorized Signature: _____

Tim Delaney

Name of Company: _____

Laser Print Plus

Print Name: _____

Tim Delaney

Date: _____

05/11/2018



**Greenville
County**

**COUNTY OF GREENVILLE
PRINTING, INSERTION, AND MAILING SERVICES
RFP #74-05/16/18**

Pricing Sheet

Job Description	Frequency	Estimated Volume Annual	Total cost per Exhibit Pkg.	Total postage cost per exhibit Pkg.
Certified Notices restricted Exhibit - E	1 time per year	3,190		
8.5" x 14" 28lb "C" pressure seal stock. Black ink both sides. Must comply with USPS requirements for certified notices.			\$.70	\$ 11.77
Certified Notices non-restricted Exhibit - F	1 time per year	3,190		
8.5" x 14" 28lb "C" pressure seal stock. Black ink both sides. Must comply with USPS requirements for certified notices.			\$.70	\$ 6.67
Paid Receipts Real Estate, Personal, Vehicle Exhibit - G	Nightly	262,922	\$.07	\$.302
C fold pressure seal 2-way post card Black front and back and Red highlight.				
Assessments Business, Home, Mobile Homes, Real Property Exhibit - H		12,000	\$.093	\$.408
8.5" x 11" stock, black and red ink, plus highlight color (blue), one horizontal perf. Envelopes - outgoing white #10 single window red highlight.				

NOTE: AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THE RESPONSE WILL BE DISQUALIFIED.

Authorized Signature: *Tim Delaney* Name of Company: Laser Print Plus
 Print Name: Tim Delaney Date: 05/11/2018



**Greenville
County**

**COUNTY OF GREENVILLE
PRINTING, INSERTION, AND MAILING SERVICES
RFP #74-05/16/18**

Pricing Sheet

Job Description	Frequency	Estimated Volume Annual	Total cost per Exhibit Pkg.	Total postage cost per exhibit Pkg.
Business Registration Application Exhibit - I		11,000		
8.5" x 11" stock, black ink, grey highlight. Envelopes - outgoing white #10 double window. Envelope - return white #9 single window.			\$.093	\$.39
Business Sticker Exhibit - J		7,000		
8.5" x 11" stock, black ink. 4 color digital Sticker on vinyl label (color change annually) with 1" variable digits. Freezer grade adhesive. Envelope - outgoing white #10 double window.			\$.70	\$.39

NOTE: AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL. ALL SIGNATURES MUST BE CLEARLY IDENTIFIABLE AS AN ORIGINAL. IF NOT, THE RESPONSE WILL BE DISQUALIFIED.

Authorized Signature: 

Name of Company: Laser Print Plus

Print Name: Tim Delaney

Date: 05/11/2018

**AMENDMENT #1
TO SERVICES AGREEMENT
FOR PRINTING, INSERTIONS, AND MAILING SERVICES**

**STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)**

March THIS AMENDMENT TO SERVICES AGREEMENT made and entered into this ^{31st} ~~24th~~ day of ~~February~~, 2020 by and between the COUNTY OF GREENVILLE ("County"), having its principal place of business at 301 University Ridge, Greenville, South Carolina 29601, and LASER PRINT PLUS, located at 1261 1ST Street, SE, Columbia, South Carolina 29209 ("Contractor").

WITNESSETH

WHEREAS, the County and the Contractor previously entered into a Services Agreement dated July 1, 2018 whereby the County employed Contractor to provide printing, insertions, and mailing services and;

NOW THEREFORE, County and Contractor agree to Amend the Agreement, dated July 1, 2018, that any South Carolina County shall be allowed to participate in this agreement during the life of the contract. While this clause in no way commits other South Carolina Counties to purchase from Laser Print Plus, nor does it guarantee any additional orders will result, it does allow other South Carolina Counties, at their discretion, to make use of the County of Greenville's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from Laser Print Plus. All purchases made by other South Carolina Counties shall be understood to be transactions between that County and Laser Print Plus; the County of Greenville shall not be responsible for any such purchases.

All other terms and conditions of the Services Agreement dated July 1, 2018 shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

Elizabeth C. Raban
Mavis Jackson

LASER PRINT PLUS

By: Tom Deloy
Its: President

COUNTY OF GREENVILLE

By: Herman G. Kirven, III
Herman G. Kirven, III, Chairman
Greenville County Council

By: Joseph M. Kernell
Joseph M. Kernell
County Administrator

ATTEST:

Regina McCaskill
Regina McCaskill
Clerk to Council

Printing and Mailing of All Type Tax Notices
Includes Postage

Bidders		Laser Print Plus		
Address		Columbia, SC		
Approx Qty	Description	Unit Price	Postage (subject to change - uncontrollable cost)	Total Unit Price with current postage
75000	Real Estate and Personal Property Bills	0.0930	0.3830	0.4760
7500	Real Estate Delinquent Notices	0.0930	0.3830	0.4760
65000	Vehicle Bills	0.0930	0.3830	0.4760
2500	Certified Delinquent Tax Notices - Restricted	0.7000	11.7700	12.4700
	Certified Delinquent Tax Notices - Non Restricted	0.7000	6.6700	7.3700
60000	Paid Receipts - Real Estate, Personal, Vehicle	0.0700	0.3020	0.3720
63000	Assessment Notices (Reassessment Year)	0.0930	0.4080	0.5010
2000	Assessment Notices (Non-Reassessment Year)	0.0930	0.4080	0.5010

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 16, 2020

ITEM TITLE:

Title: Tires from State Contract Department(s): Rock Quarry & Vehicle Maintenance Estimated Amount: \$145,000.00

FINANCIAL IMPACT:

Procurement anticipated to be approved by Council in Fiscal Year 2020-2021 budget process. Finance Approval: *Adelaide Price*
 Budget: \$145,000.00 Project Cost: \$145,000.00 **Balance: \$0.00**
 June 2, 2020 1st Reading of 2020-2021 Budget Ordinance was Approved
 June 11, 2020 2nd Reading of 2020-2021 Budget Ordinance was Approved
 June 25, 2020 3rd and Final Reading of 2020-2021 Budget Ordinance is anticipated to be approved

BACKGROUND DESCRIPTION:

Vehicle Maintenance purchases tires as needed for County vehicles such as, but not limited to, police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks, estimated at \$140,000.00. The Rock Quarry purchases tires as needed for road driven vehicles assigned to their department, estimated at \$5,000.00.

The SC Materials Management Office awarded SC Contract # 4400022242 (Bridgestone/Firestone), 4400014834 (Goodyear), and 4400012720 (Michelin) for Statewide Tires and Service to a list of tire manufactures. The manufactures provided a distributors list to the SC Materials Management Office, who then awards contract numbers to the individual distributors. Super Service of Walhalla, SC is a Bridgestone/Firestone, Goodyear, and Michelin Tire Distributor under State Contract Number 4400022786. The discounts range from 23% – 52.25% off list price depending on the brand and type of tire. Super Service delivers the tires at no charge and also stocks a large inventory of tires.

Tire Brand	SC State Contract #	Percentage Off	Authorized Dealer	State Contract
Bridgestone/Firestone	4400022242	23% - 57%	Super Service Tire and Alignment of Walhalla	4400022786
Goodyear	4400014834	28% to 51%	Super Service Tire and Alignment of Walhalla	4400022786
Michelin	4400012720	35% - 52.25%	Super Service Tire and Alignment of Walhalla	4400022786

Staff is requesting Council approve the award of Bridgestone/Firestone, Goodyear, and Michelin Branded Tires to Super Service of Walhalla, a combined estimated amount of \$145,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

The values listed above are estimated amounts due to the varying replacement schedules, damages, etc.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

ATTACHMENT(S):

1. State Contract Bridgestone/Firestone (4400022242)
2. State Contract Goodyear (4400014834)
3. State Contract Michelin (4400012720)
4. State Contract for Super Service, Walhalla, SC (4400022786)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget;

1. Approve the purchase of Bridgestone/Firestone, Goodyear, and Michelin tires as needed from Super Service Tire & Alignment of Walhalla, SC in a combined estimated amount of \$145,000 for fiscal year 2020-2021
2. Allow the County Administrator to approve future purchases from state contract for the next four-year period or through FY 2024-2025, as long as all purchases for Bridgestone/Firestone, Goodyear, and Michelin tires are in accordance with the State Contract award and amounts do not exceed amounts budgeted and approved by Council in future years for tire purchases.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

Ellicia Thompson, Procurement Manager
 Email: ethompson@mmo.sc.gov
 Telephone: (803) 737-0687

Materials Management Office
 1201 Main Street Suite 600
 Columbia, SC 29201

Date: 01/06/2020

BRIDGESTONE

Contract #:4400022242

Vendor: 7000203063

Bridgestone Americas Inc
200 4th Avenue South
Nashville, TN 37201

Contact:

Gregg Trospen

Phone: (615) 937-3794

Email: trospergregg@bfusa.com

[Bridgestone Distributor List](#)

[Bridgestone Price list](#)

Tires by category	Lot 1 Police Pursuit	Lot 2 Auto Radial	Lot 3 Light Truck Radial	Lot 4 Light Truck Bias	Lot 5 Medium Truck Radial	Lot 6 Medium Truck	Lot 7 Off-Road Radial	Lot 8 Off-Road Bias	Lot 9 Farm/Specialty
Discount to be deducted off manufacturer's price list		37% Bridgestone	37% Bridgestone	37% Bridgestone	45% Bridgestone	45% Bridgestone	37% Bridgestone	37% Bridgestone	23% Bridgestone
	Firestone 57%	Firestone 35%	Firestone 37%	Firestone 37%	Firestone 44%	Firestone 44%	Firestone 37%	Firestone 37%	Firestone 23%
Delivery charge (6 tires or less)	No Charge	No Charge	No Charge		No Charge				

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 Email: ethompson@mmo.sc.gov
 Telephone: (803) 737-0687

Materials Management Office
 1201 Main Street Suite 600
 Columbia, SC 29201

Date: 01/06/2020

GOODYEAR

Contract #: 4400014834

Vendor: 7000041671

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
Contact: Jeff Goodenow

Phone: (330) 796-4352

Email: Jsgoodenow@goodyear.com

[Goodyear Distributor List](#)
[Goodyear Price list](#)

Tires by category	<u>Lot 1</u> Police Pursuit	<u>Lot 2</u> Auto Radial	<u>Lot 3</u> Light Truck Radial	<u>Lot 4</u> Light Truck	<u>Lot 5</u> Medium Truck Radial	<u>Lot 6</u> Medium Truck Bias	<u>Lot 7</u> Off-Road Radial	<u>Lot 8</u> Off-Road Bias	<u>Lot 9</u> Farm/ Specialty
Discount to be deducted off manufacturer's price list	50% Goodyear	48%-Goodyear	50% Goodyear	No Bid	51% Goodyear 51% Dunlop	No Bid	28% Goodyear 28% Dunlop	28% Goodyear	No Bid
Delivery charge (6 tires or less)	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00		Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00		Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	

Ellicia Thompson, Procurement Manager
 Email: ethompson@mmo.sc.gov
 Telephone: (803) 737-0687

Materials Management Office
 1201 Main Street Suite 600
 Columbia, SC 29201

Date: 01/06/2020

MICHELIN

Contract #: 4400012720

Vendor: 7000022518

**Michelin North
 America, Inc.**

Attn: Government Sales

P.O. Box 19001

Greenville, SC 29602-9001

Contact: John Cook

Phone: (864) 313-5120

E-Mail: john.cook@michelin.com

[Michelin, BF Goodrich, Uniroyal](#)

[Price List](#)

[Distributor List](#)

Tires by category	<u>Lot 1</u> Police Pursuit	<u>Lot 2</u> Auto Radial	<u>Lot 3</u> Light Truck Radial	<u>Lot 4</u> Light Truck Bias	<u>Lot 5</u> Medium Truck Radial	<u>Lot 6</u> Medium Truck Bias	<u>Lot 7</u> Off-Road Radial	<u>Lot 8</u> Off-Road Bias	<u>Lot 9</u> Farm/ Specialty
Discount to be deducted off manufacturer's price list	48%-BF Goodrich	48%-Michelin 48%-BF Goodrich 35%-Uniroyal	48%-Michelin 48%-BF Goodrich 35%-Uniroyal	No Bid	52.25%-Michelin 52.25%-BF Goodrich 50% Uniroyal	No Bid	38%-Michelin	No Bid	35%-Michelin (Agriculture) 47% Michelin AG Industrial
Delivery charge (6 tires or less)	No Charge	No Charge	No Charge		No Charge		No Charge		No Charge



PROCUREMENT SERVICES

[Refresh](#)

Contract 4400022786

[Back to Initial Screen](#)

Validity Start 04/19/2016

Validity End 03/28/2021

Target Value \$ 921,541.61

FEIN 82-1855088

Bid Invitation [5400010311](#)

Contract Notes

Vendor 7000257998

Vendor Address SUPER SERVICE TIRE AND ALIGNMENT OF
OCONEE INC
3695 BLUE RIDGE BLVD
WALHALLA SC 29691-2426

District OCONEE

E-mail

Telephone

Fax Number

Minority Status Not Applicable

Contract Items

30 Items found, displaying all Items.

Item Pricing

00001 Goodyear Brand Police Pursuit Tire

Material Group: 86330 - tires and tubes, misc. (not otherwise listed)

Agency: Statewide

Notes for Item 00001: Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.

00002 Goodyear Auto Radial Tire

Material Group: 86305 - tires and tubes, passenger vehicles

Agency: Statewide

00003 Goodyear Brand Light Truck Radial Tire

Material Group: 86307 - tires and tubes, light trucks

Agency: Statewide

00004 Goodyear Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

00005 Goodyear Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

00006 Goodyear Brand Off-Road Bias Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

00007 Dunlop Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

00008 Dunlop Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

00009 Bridgestone Police Pursuit Tire

Material Group: 86330 - tires and tubes, misc. (not otherwise listed)

Agency: Statewide

00010 Bridgestone Auto Radial Tire

Material Group: 86305 - tires and tubes, passenger vehicles

Agency: Statewide

Item Pricing

00011	Bridgestone Light Truck Radial Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00012	Bridgestone Light Truck Bias Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00013	Bridgestone Medium Truck Radial Tire Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide
00014	Bridgestone Medium Truck Bias Tire Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide
00015	Bridgestone Off-Road Radial Tire Material Group: 86315 - tires and tubes, off-road equipment Agency: Statewide
00016	Bridgestone Off-Road Bias Tire Material Group: 86315 - tires and tubes, off-road equipment Agency: Statewide
00017	Bridgestone Farm/Specialty Tire Material Group: 86330 - tires and tubes, misc. (not otherwise listed) Agency: Statewide
00018	Michelin Auto Radial Tire Material Group: 86305 - tires and tubes, passenger vehicles Agency: Statewide
00019	Michelin Light Truck Radial Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00020	Michelin Medium Truck Radial Tire Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide
00021	Michelin Off-Road Radial Tire Material Group: 86315 - tires and tubes, off-road equipment Agency: Statewide
00022	Michelin Farm Tire-Agriculture Material Group: 86330 - tires and tubes, misc. (not otherwise listed) Agency: Statewide
00023	Uniroyal Auto Radial Tire Material Group: 86305 - tires and tubes, passenger vehicles Agency: Statewide
00024	Uniroyal Light Truck Radial Tire Material Group: 86307 - tires and tubes, light trucks Agency: Statewide
00025	Uniroyal Medium Truck Radial Tire Material Group: 86310 - tires and tubes, medium truck and bus Agency: Statewide
00026	Michelin Farm Tire-AG Industrial Material Group: 86330 - tires and tubes, misc. (not otherwise listed) Agency: Statewide

Item Pricing

00027	BF Goodrich Auto Radial Tire
	Material Group: 86305 - tires and tubes, passenger vehicles
	Agency: Statewide
00028	BF Goodrich Light Truck Radial Tire
	Material Group: 86307 - tires and tubes, light trucks
	Agency: Statewide
00029	BF Goodrich Medium Truck Radial Tire
	Material Group: 86310 - tires and tubes, medium truck and bus
	Agency: Statewide
00030	BF Goodrich Police Pursuit Tire
	Material Group: 86305 - tires and tubes, passenger vehicles
	Agency: Statewide

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 16, 2020

ITEM TITLE:

Procurement #: RFP 19-08 Title: Institutional Healthcare Services Department: Detention Center Amount: 386,400.00

FINANCIAL IMPACT:

Procurement anticipated to be approved by Council in Fiscal Year 2020-2021 budget process. Finance Approval: Sadale Price

Budget: **\$386,400.00** Project Cost: **\$386,400.00** Balance: **\$0.00**

June 2, 2020 1st Reading of 2020-2021 Budget Ordinance was Approved

June 11, 2020 2nd Reading of 2020-2021 Budget Ordinance was Approved

June 25, 2020 3rd and Final Reading of 2020-2021 Budget is anticipated to be approved

BACKGROUND DESCRIPTION:

RFP 19-08 was issued on May 1, 2020 to select an outside firm to be responsible for medical care for inmates at the Detention Center. This RFP requested pricing for 12hr, 18hr and 24hr coverage options. In order to meet the needs of the department, the Detention Center Director requests the 18hr/7-day Coverage option. This contract is to start on July 1, 2020. Their health care delivery system will comply with all industry and state standards for medical services provided to inmates.

Six firms were notified of this RFP and two proposals were received on May 28, 2020. An Evaluation Committee consisting of County and Sheriff's Department Staff reviewed and scored the proposals and unanimously recommended Southern Health Partners of Chattanooga, TN for award.

ATTACHMENT(S):

1. Cost Sheet
2. SHP Proposal Summary

STAFF RECOMMENDATION:

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget:

1. Approve the award of RFP 19-08, Institutional Healthcare Services to Southern Health Partners of Chattanooga, TN, in the amount of \$386,400.00;
2. Approve any additions to the "Cost Pool" as long as the medical budget for the detention center is not exceeded;
3. Authorize the County Administrator to renew this contract for an additional four years, as long as the amount does not exceed the medical amount budgeted for the Detention Center and the services provided are satisfactory.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

	Southern Health Partners, Inc.
Location	2030 Hamilton Place Blvd., Suite 140 Chattanooga, TN 37421
Cost Proposal (F) 12-Hr/7 day coverage	84 Hours of Coverage: \$308,640
18-Hr/7 day Coverage Option	158 Hours of Coverage: \$386,400
24-Hr/7 day Coverage Option	230 Hours of Coverage: \$513,300
	Includes "pool" of \$45,000.00. County responsible for costs that exceed \$45K
Yearly Increase	3%

Pricing Summary Table

SHP has prepared the following table to outline and highlight our pricing proposal so that the County has a full understanding of our fees and pricing.

Price Summary			
Pricing Conditions			
Cost Pool Limitation	\$45,000		
ADP	200		
Per Diem	\$1.25		
Staffing:	Option 1 - Current Staffing	Option 2 - Increased Staffing	Option 3 - Increased Staffing
	84 Hours of Coverage	158 Hours of Coverage	230 Hours of Coverage
Base Compensation	\$308,640	\$386,400	\$513,300
Monthly Installment	\$25,720	\$32,200	\$42,775
Value Added Options			
Faspsych Telepsych	\$150 per call (included in pool)		

Pricing Summary

Our first proposed annualized base price for **Staffing Option 1**, to provide coverage for 84 hours of coverage per week, is **\$308,640 annually (\$25,720 per month) for the first year**. This option is based on maintaining our current program.

Our second proposed annualized base price for **Staffing Option 2**, to provide coverage for 158 hours of coverage per week, is **\$386,400 annually (\$32,200 per month) for the first year**. This option is based on increasing our current program.

Our second proposed annualized base price for **Staffing Option 3**, to provide 230 hours of coverage per week, is **\$513,300 annually (\$42,775 per month) for the first year**. This option is based on increasing our current program.

SHP will send an invoice to Oconee County approximately thirty (30) days prior to the month in which services are provided. Oconee County agrees to pay SHP by the tenth (10th) day of the month in which services are Oconee. Payment by will be made in twelve (12) equal monthly installments as indicated above.



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **June 16, 2020**

ITEM TITLE:

Procurement #: RFP 19-06 Title: Inmate Food Service Department(s): Detention Center Amount: Not to Exceed Approved Ordinance 2020-01 Budget Amount

FINANCIAL IMPACT:

Procurement anticipated to be approved by Council in Fiscal Year 2020-2021 budget process. Finance Approval: *Sadale Price*
Budget: \$266,000.00 Project Cost: **\$266,000.00** Balance: **\$0.00**
June 2, 2020 1st Reading of 2020-2021 Budget Ordinance was Approved
June 11, 2020 2nd Reading of 2020-2021 Budget Ordinance was Approved
June 25, 2020 3rd and Final Reading of 2020-2021 Budget Ordinance is anticipated to be approved

BACKGROUND DESCRIPTION:

RFP 19-06 was issued on February 14, 2020 to select a firm to be responsible for all inmate meals at the Detention Center. This vendor will be responsible for hiring, training and supervising all kitchen personnel, maintain compliance with local and state food preparation standards, supply all inmate food to meet minimum standards, prepare and serve the food, and clean all kitchen equipment and premises daily. The County will be charged monthly, for the actual meals prepared for inmates, based on a sliding scale (provided in attachments) of the cost per inmate meal that is based on the monthly Average Daily Inmate Population.

Four firms were notified of this RFP and two proposals were received on March 31, 2020. An Evaluation Committee consisting of County and Sheriff Department staff reviewed and scored the proposals and unanimously recommended Trinity Services Group, Inc., of Oldsmar, FL for award.

ATTACHMENT(S):

1. Summary Score Sheet for RFP
2. RFP 19-06 Food Services Pricing Detail

STAFF RECOMMENDATION:

It is the staff's recommendation that Council; upon final approval of the FY 20-21 budget:

1. Approve the award of RFP 19-06, Inmate Food Services to Trinity Services Group, Inc., of Oldsmar, FL, in an amount not to exceed the approved Ordinance 2020-01 budgeted amount for the expenditure.
2. Authorize the County Administrator to renew this contract for an additional four years, as long as the amount does not exceed the food amount budgeted and approved by Council for future years and all services are satisfactory.

Submitted or Prepared By: *Tronda C. Popham*
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*
Amanda F. Brock, County Administrator

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RFP 19-06 Inmate Food Services for OCDC - Pricing Detail		
	Summit	Trinity
Average Daily Population (projected ADP is 200)	Guaranteed Price Per Inmate Meal	Guaranteed Price Per Inmate Meal
ADP 120-130	\$1.947	\$1.682
ADP 131-140	\$1.849	\$1.579
ADP 141-150	\$1.765	\$1.499
ADP151-160	\$1.692	\$1.430
ADP 161-170	\$1.628	\$1.369
ADP 171-180	\$1.572	\$1.316
ADP 181-190	\$1.522	\$1.268
ADP 191-200	\$1.477	\$1.226
ADP 201-210	\$1.436	\$1.186
ADP 211-220	\$1.401	\$1.156
ADP 221-230	\$1.369	\$1.127
ADP 231-240	\$1.340	\$1.100
ADP 241-250	\$1.314	\$1.076
Guaranteed Price per Off-Site Inmate Worker Meal		
10 Inmates Per Day / 1 Meal / 365 Days	\$1.477	\$2.25
Guaranteed price per Diabetic Meal		
10 Inmates per Day / 3 Meals / 365 Days	\$1.477	\$1.43
Guaranteed price per Diabetic / Pregnant Snack Bag		
6 bags total per day & night / 365 days	\$1.477	\$0.65
Guaranteed price per Food Allergy Meal		
1 Inmate / 3 meals / 365 days	\$1.477	\$1.43
Guaranteed price per Ethnic/Religious Meal		
5 Inmates / 3 Meals / 365 Days	\$1.855	\$1.43
Guaranteed price per Kosher Meal		
1 inmate / 3 meals/ 365 days	\$1.855	\$2.36
Guaranteed price per Staff Meal		
23 Meals Total Per Day / 365 Days	\$3.180	\$2.36
Guaranteed price per Night Shift Snack bags		
8 bags Total Per night / 365 Days	\$1.436	\$2.25

PROPOSALS SUBMITTED FOR RFP 19-06				
Summary Score Sheet				
Bidder	Summit Foods	Trinity Services Group		
Location	Sioux Falls, SD	Oldsmar, FL		
Total Score	1737.5	1857.5		
RANKING	2	1		
Average Score (500 is perfect score)	347.5	371.5		
Average RANKING	2	1		

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 2, 2020

ITEM TITLE:

Procurement #: 19-09	Title: Seneca Rail Park Infrastructure	Department: Economic Development	Amount: Project: \$ 570,319.32 10% Contingency: \$ 57,031.93 Total Award: \$ 627,351.25
----------------------	-------------------------------------------	----------------------------------	-----------------------------------------------------------------------------------------------

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.
Budget: **627,351.25** Project Cost: **\$627,351.25** Balance: **\$0.00**
Grant: \$500,000 County Portion: \$127,351.25 (including contingency)

Finance Approval: Audate Price

BACKGROUND DESCRIPTION:

On March 19, 2019 Council Approved the grant application to SC Rural Infrastructure Authority in the amount of \$500,000 for water and sewer infrastructure expansion in the Seneca Rail Park.

The Seneca Rail Park Infrastructure Project consists of: connection to existing 12-in water main; Construction of 384-LF of new 12-inch water main including steel cased bore under Shiloh Road and Railroad; Construction of 2,680-LF of 10-inch gravity sewer including ten (10) manholes; Connect gravity sewer to existing OJRSA manhole. All associated work required to install the above-described infrastructure.

On April 30, 2020 formal sealed bids were opened for this project. This bid was originally sent to twelve (12) bidders. Six (6) firms submitted bids, with Cedar Farms & Construction, Inc of Eastanollee, GA submitting the lowest bid of \$570,319.32.

SPECIAL CONSIDERATIONS OR CONCERNS:

This Award approval from South Carolina Rural Infrastructure Authority, Grant # S-19-2048 was received May 28, 2020. Oconee County EDC funds are sufficient to cover the County Portion and contingency for the project.

ATTACHMENT(S):

1. Recommendation letter from GMC
2. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve the award of ITB 19-09 to Cedar Farms & Construction, Inc., of Eastanollee, GA for the Seneca Rail Park Infrastructure in the amount of \$570,319.32, with a 10% contingency amount of \$57,031.93 for any change orders that may arise, for a total award amount of \$627,351.25.
- 2) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: Tronda C. Popham
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock
Amanda F. Brock, County Administrator

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Goodwyn Mills Cawood

617 East McBee Avenue
Suite 200
Greenville, SC 29601

T (864) 527-0460
F (864) 527-0461

www.gmcnetwork.com

May 28, 2020

Amanda Brock
Oconee County
415 South Pine Street
Walhalla, SC 29691

**RE: SENECA RAIL PARK INFRASTRUCTURE PHASE I
FOR OCONEE COUNTY
OCONEE COUNTY BID NO. ITB19-19
GMC PROJECT NO. CGRE190009**

Dear Ms. Brock:

Six (6) bids were received and opened for the Seneca Rail Park Infrastructure Phase I project on Thursday, April 30, 2020. The bids have been reviewed, and I am enclosing a signed tabulation of bids for the above referenced project for your files from the following:

• Cedar Farms & Construction, Inc. – Eastanollee, GA	\$627,351.25
• Tugaloo Pipeline, Inc. – Westminster, SC	\$646,365.09
• HDH Construction Group, LLC – Seneca, SC	\$758,235.50
• Payne, McGinn, & Cummins, Inc. – Travelers Rest, SC	\$801,119.00
• North American Pipeline Management, Inc. – Greenville, SC	\$1,062,211.70
• Crystal Sewer & Water, Inc. – Seneca, SC	\$1,187,406.00

All six (6) bidders were responsive and qualified. There is a minor irregularity in Cedar Farms & Construction's bid; specifically, the numbers provided on line 2.3 of the Bid Form are transposed. However, the total of the Base Bid is correct. This did not affect the order of bids. Cedar Farms & Construction was the low bidder with a base bid of \$627,351.25.

Due to their responsive and reasonable bid, I recommend award be made to Cedar Farms & Construction, Inc. for the total base bid.

Should you have any questions, please do not hesitate to call.

Sincerely,
GMC

Will Nading, P.E.

Enclosures: Certified Bid Tabulation

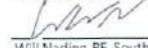


TABLATION BIDS
Seneca Rail Park Infrastructure
 Oconee County
 Seneca, SC
 BID OPENING: 04/30/2020 at 2:00 p.m.

Item	Qty.	Unit	Description	Cedar Farms & Construction, Inc. Eastanollee, GA		Tugaloo Pipeline, Inc. Westminster, SC		HDH Construction Group, LLC Seneca, SC		Payne, McGinn, & Cummins, Inc. Travelers Rest, SC		North American Pipeline Management, Inc. Greenville, SC		Crystal Sewer & Water, Inc. Seneca, SC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Mobilization (3%)	18,000.00	18,000.00	15,239.38	15,239.38	20,100.00	20,100.00	18,500.00	18,500.00	24,000.00	24,000.00	17,000.00	17,000.00
2			Wastewater												
2.1	1	EA	Connection to Existing Manhole	1,035.00	1,035.00	2,955.56	2,955.56	3,940.00	3,940.00	3,450.00	3,450.00	3,000.00	3,000.00	2,300.00	2,300.00
2.2	2090	LF	10-inch PVC fittings and appurtenances	86.05	178,984.00	81.07	170,269.60	80.00	166,400.00	82.00	170,560.00	79.00	166,240.00	66.00	137,280.00
2.3	548	LF	10-inch DIP (P40), fittings, and appurtenances	122.43	67,091.64	132.84	72,796.32	95.00	52,060.00	125.00	68,500.00	191.00	104,668.00	165.00	90,420.00
2.4	50	LF	16-inch Steel Cased Bore and carrier pipe	682.30	34,115.50	480.36	24,018.00	965.00	48,250.00	650.00	32,500.00	869.00	43,450.00	950.00	47,500.00
2.5	10	EA	48-inch Manhole (all depths)	3,247.00	32,470.00	2,842.37	28,423.70	3,000.00	30,000.00	5,175.00	51,750.00	4,959.00	49,590.00	4,600.00	46,000.00
2.6	2	EA	Trench Plug	1,095.00	2,070.00	277.05	554.16	2,650.00	5,300.00	2,600.00	5,200.00	603.00	1,206.00	1,000.00	2,000.00
3			Water												
3.1	1	EA	Connection to Existing Water Line	5,210.00	5,210.00	7,233.10	7,233.10	5,575.00	5,575.00	4,150.00	4,150.00	8,348.00	8,348.00	4,500.00	4,500.00
3.2	1	EA	Blow-Off Assembly	1,249.00	1,249.00	1,506.72	1,506.72	2,650.00	2,650.00	3,000.00	3,000.00	1,882.00	1,882.00	1,800.00	1,800.00
3.3	154	LF	12-inch DIP, fittings and appurtenances	89.92	13,847.68	134.66	20,768.44	115.00	17,710.00	170.00	26,180.00	189.00	29,106.00	165.00	25,410.00
3.4	6	EA	12-inch Gate Valve	2,668.75	16,000.50	3,643.07	21,859.06	3,500.00	21,000.00	3,500.00	21,000.00	3,936.00	23,628.00	3,250.00	19,500.00
3.5	230	LF	20-inch Steel Cased Bore and carrier pipe	464.20	106,766.00	520.73	119,652.90	815.00	187,450.00	800.00	184,000.00	954.00	219,420.00	2,565.00	589,950.00
4			Site Work												
4.1	1	LS	Clearing and Grubbing	25,700.00	25,700.00	20,780.70	20,780.70	65,175.00	65,175.00	75,000.00	75,000.00	110,175.00	110,175.00	26,000.00	26,000.00
4.2	150	CY	Trench Rock Excavation	161.50	24,225.00	81.88	7,782.00	150.00	22,500.00	250.00	37,500.00	190.00	28,500.00	200.00	30,000.00
4.3	1	LS	Sediment and Erosion Control	39,505.00	39,505.00	16,541.72	16,541.72	16,920.00	16,920.00	17,000.00	17,000.00	23,931.00	23,931.00	25,000.00	25,000.00
4.4	1	LS	Seeding and Site Restoration	3,746.00	3,746.00	8,104.47	8,104.47	24,275.00	24,275.00	10,000.00	10,000.00	28,503.00	28,503.00	15,000.00	15,000.00
				BASE BID \$	570,319.32	BASE BID \$	587,604.63	BASE BID \$	689,305.00	BASE BID \$	728,290.00	BASE BID \$	965,647.00	BASE BID \$	1,079,460.00
				Owner Controlled		Owner Controlled		Owner Controlled		Owner Controlled		Owner Controlled		Owner Controlled	
				Contingency (10%) \$	57,031.93	Contingency (10%) \$	58,760.46	Contingency (10%) \$	68,930.50	Contingency (10%) \$	72,829.00	Contingency (10%) \$	96,564.70	Contingency (10%) \$	107,946.00
				TOTAL BASE BID \$	627,351.25	TOTAL BASE BID \$	646,365.09	TOTAL BASE BID \$	758,235.50	TOTAL BASE BID \$	801,119.00	TOTAL BASE BID \$	1,062,211.70	TOTAL BASE BID \$	1,187,406.00

*The numbers provided by the low bidder are transposed on line 2.3 of the Bid Form C-410 (\$67,019.64). However, the total Base Bid is correct.

To the best of knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.


 Will Nading, PE, South Carolina License No. 32637

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: June 16, 2020
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

DISCUSS AND AUTHORIZE THE COUNTY ADMINISTRATOR TO PURCHASE CERTAIN REAL PROPERTY COMPRISED OF APPROXIMATELY 11.23 ACRES, LOCATED ADJACENT TO THE OCONEE COUNTY REGIONAL AIRPORT. THE PURCHASE PRICE SHALL NOT EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), WHICH SHALL BE PAID FOR BY FAA AND SC AERONAUTICS GRANTS, WITH A COUNTY MATCH BETWEEN ZERO AND FIVE PERCENT.

BACKGROUND DESCRIPTION:

Staff requests that County Council authorize the County Administrator to, on behalf of the County, execute a purchase agreement, receive a deed, and take all other action necessary to purchase certain real property comprised of approximately 11.23 acres, which is located adjacent to the Oconee County Regional Airport. The property is designated by tax map number 256-00-01-006, and is more particularly shown on the attached survey, dated September 19, 2019. The property is being purchased for the purpose of future airport terminal area expansion with apron and hangar development. The purchase price shall not exceed one hundred and fifty thousand dollars and 00/100 (\$150,000.00); the purchase price shall either be paid for, or reimbursed by, FAA grant award #TBD and SC Aeronautics Commission grant award #TBD, with the County contributing matching funds between zero and five percent of the whole.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: N/A

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS


None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council authorize this real property purchase.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio	
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]		
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	VACANT	Debbie Sewell [2]	Rex Blanton [1]	 Kerrie Roach [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Thomas Jones [<1]	Tony Adams [1]	Mike Phillips	Daniel Dreher [1]	Suzette Cross [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	VACANT	John Eagar [1]	Charles Morgan [<1]		
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT					
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	VACANT	Emily Hitchcock [1]	Frances Rundlett [1]		
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]		
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Stanley Powell [1]		
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open								
Capital Project Advisory Committee (end 1.17)	2-391	CC, PC 2 @ Lg	NO	3X	1 yr	January	Council Representative Wayne McCall/Paul Cain in McCall absence, Planning Commission GMcPhail [1]					Lisa Bisuel [1-9/19]	Pearson [2]		
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.															
[SHADING = reappointment requested - questionnaire on file]							Denotes Individual who DOES NOT WISH TO BE REAPPOINTED								
Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.															

Attorney, if applicable: Timothy C. Merrell
Address: 119B Professional Park Dr., Seneca, SC 29678

NOTICE TO CREDITORS OF ESTATES

ALL PERSONS HAVING claims against the following estates must file their claims on form #371ES with the Probate Court of Oconee County, the address of which is 415 South Pine Street, Room #202 Walhalla, SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims.

ALL CLAIMS ARE required to be presented in written statements on the prescribed form (Form #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: Roscoe R. Benson aka Roscoe Robinson Benson aka Roscoe Benson
Date of Death: 06/18/2019
Case Number: 2020ES3700206
Personal Representative: Plumer Jean Goodine Benson
Address: 135 Benson Circle, Seneca, SC 29678

Estate: William Albert Taylor aka William A. Taylor, Jr. aka William A. Taylor
Date of Death: 03/05/2020
Case Number: 2020ES3700220
Personal Representative: Gail Taylor Wilson
Address: 1862 Sequoia Way, Seneca, SC 29672

Estate: Kay F. Thompson Wilson aka Kay F. Wilson aka Kay Francis Wilson
Date of Death: 04/18/2020
Case Number: 2020ES3700226
Personal Representative: Terri Thompson Smith
Address: 206 Wakefield Drive, Seneca, SC 29678

Estate: Michael L. Crowe aka Michael Leon Crowe
Date of Death: 04/30/2020
Case Number: 2020ES3700231
Personal Representative: Janet Sue Burrell Kelley
Address: 351 Oconee Station Road, Walhalla, SC 29691

the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: Hughey Alexander Rush, III
Date of Death: 11/24/2019
Case Number: 2020ES3700142
Personal Representative: Gary W. Clark, Sr.
Address: 140A Amicks Ferry Road #4, Chapin, SC 29036
Attorney, if applicable: Jennifer Dowd Nichols
Address: PO Drawer 836, Newberry, SC 29108

Public Notice

Updated FY 2020-2021
Budget Announcement

The following is the updated dates for the FY 2020-2021 Budget.

June 11, 2020 - Special
Council Meeting at 6pm

Public Hearing for Ordinances
2020-01, 2020-02, & 2020-03

2nd Reading for Ordinance
2020-01

June 16, 2020 at 6pm

Public Hearing for Ordinances
2020-01, 2020-02, & 2020-03

3rd & Final Reading for Ordina-
nces 2020-02 & 2020-03

June 25, 2020

Special Council Meeting at 6 pm
3rd & Final Reading for Ordinance
2020-01

Clip & Go
YARD SALES

Moving Sale

Friday, June 5th
Saturday, June 6th
8 am to 3 pm

160 Birchwood Dr., Seneca
(off Return Church Rd.)

Bedroom/Living Room
Furniture, Tools, Guy Stuff,
Houseware, and more!
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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

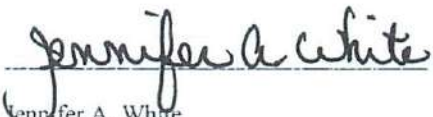
IN RE: PUBLIC NOTICE - UPDATED FY 2020-2021 BUDGET ANNOUNCEMENT

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/03/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/03/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



■ REAL ESTATE SALES

BUSINESS PROPERTY

PUBLISHER'S NOTICE
ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

■ LEGAL NOTICES

LEGALS

NOTICE OF APPLICATION

NOTICE IS HEREBY given that Uncle Julio's Bar & Grill, Inc. intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale

■ LEGAL NOTICES

LEGALS

and On Premises consumption of Beer, Wine and Liquor at 123 North Townville St., Seneca, SC 29678.

To object to the issuance of this permit/license, written protest must be postmarked no later than June 4, 2020.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
- (2) The specific reasons why the application should be denied;
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
- (5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to: S.C.

■ LEGAL NOTICES

LEGALS

Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0907; or faxed to: (803) 896-0110.

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, June 16, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2020-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

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LAWN/LANDSCAPE

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5/1/2020 to 8/1/2020

D&N

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

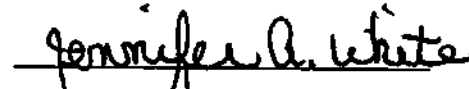
IN RE: STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2020-12

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 05/26/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

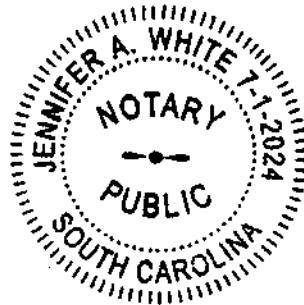


Hal Welch
General Manager

Subscribed and sworn to before me this
05/26/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



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Call or Text 864-221-9949

LEGAL NOTICES

LEGALS

Public Notice
 The Oconee County Council meeting scheduled for 6pm, Tuesday, June 16, 2020 will have changes to the Public Comment Session and the Public Hearings as indicated below. Please contact Katie Smith, Clerk to Council at ksmith@oconeesc.com or 864-718-1023 regarding the following:

Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis.

If you are unable to attend in person and have a comment you would like to submit, please contact our Clerk to Council to receive your comment and read into the record.

If you are unable to attend in person and would like to be heard during the public hearings, please contact our Clerk to Council so that she may coordinate your participation by telephone.

REQUEST FOR PROPOSALS
 RFP 2020-2022 SPD

City of Seneca Police Department
 Vehicle Towing Services

THE CITY OF SENECA is seeking responses from interested parties to a Request for Proposal (RFP) to provide vehicle towing services for the Seneca Police Department.

Bids are due: 11:00 A.M. - Tuesday, June 23, 2020

Bid information is available on the City of Seneca website: www.seneca.sc.us and at 221E. North First Street, Seneca SC 29678

Specific questions relevant to this request may be directed to: Police Chief John Covington at (864) 882-2720, or jcovington@seneca.sc.us.

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COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

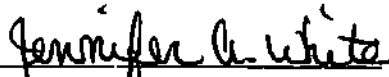
IN RE: Public Notice Oconee County Council Meeting

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 06/09/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

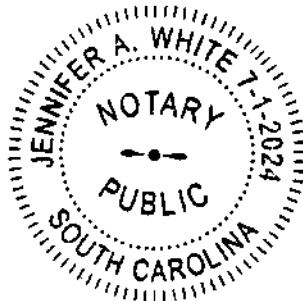


Hal Welch
General Manager

Subscribed and sworn to before me this
06/09/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



**Notice of Public Hearings
State of South Carolina
County of Oconee
Before the Oconee County Council**

Notice is hereby given that, pursuant to S.C. Code § 6-1-80, public hearings will be held in the Council Chambers of Oconee County, at 415 South Pine Street, Walhalla, South Carolina, on the following matters:

- (1) The Fiscal Year 2020-2021 **Oconee County Budget**, Ordinance No. 2020-01;
- (2) The Fiscal Year 2020-2021 **School District of Oconee County Budget**, Ordinance No. 2020-02; and
- (3) The Fiscal Year 2020-2021 **Keowee Fire Special Tax District Budget**, Ordinance 2020-03.

The public hearings will commence at 6:00 p.m. on Tuesday, June 16th.

(Note that extra / preliminary public hearings are also being held on Thursday, June 11th at 6:00 p.m. to afford the public an additional opportunity to comment while the budgeting work is in process.)

The following table reflects the proposed Fiscal Year 2020/21 budgets as approved by County Council on first reading, held May 19, 2020.

	Approved 2019-2020		Proposed 2020-2021		Percent Change
	Expenditures	Revenues	Expenditures	Revenues	
County General Operations	\$49,989,477	\$49,989,477	\$54,039,170	\$54,039,170	8%
Emergency Services Protection Fund	1,500,000	1,500,000	1,447,000	1,447,000	-4%
Sheriff Victims' Services SRF	152,541	152,541	127,223	127,223	-17%
Solicitor Victims' Services SRF	70,698	70,698	76,222	76,222	8%
911 Communication SRF	1,003,000	1,003,000	984,000	984,000	-2%
Road Maintenance Fund	1,470,000	1,470,000	2,520,000	2,520,000	71%
Economic Development Capital Projects Fund	1,827,873	1,827,873	1,827,873	1,827,873	0%
Bridge and Culvert Capital Project Fund	550,000	550,000	1,150,000	1,150,000	109%
Capital Equipment and Vehicle Capital Project Fund	1,600,951	1,600,951	1,196,728	1,196,728	
Enterprise Fund	5,110,621	5,110,621	5,081,921	5,081,921	-1%
County Debt Service Fund	1,966,700	1,966,700	1,243,688	1,243,688	-37%
Total County	65,241,861	65,241,861	69,693,825	69,693,825	7%
School District Operations	67,085,205	67,085,205	67,535,497	67,535,497	1%
School District Debt Service	17,162,112	17,162,112	16,771,344	16,771,344	-2%
Total School District	84,247,317	84,247,317	84,306,841	84,306,841	0%
Tri-County Tech Operations	1,585,200	1,585,200	1,604,000	1,604,000	1%
Total Tri-County Tech Operations	1,585,200	1,585,200	1,604,000	1,604,000	1%
Special Purpose Tax District - Keowee Key Fire District	722,700	722,700	741,250	741,250	3%
Total Special Purpose Tax District	722,700	722,700	741,250	741,250	3%
Totals	151,797,078	151,797,078	156,345,916	156,345,916	
	Approved 2019-2020		Proposed 2020-2021		
	Millage Rate in Dollars	Millage Rate	Millage Rate in Dollars	Millage Rate	
County General Operations	34,864,671	63.9	34,864,671	63.9	
Emergency Services Protection Fund	1,582,278	2.9	1,582,278	2.9	
Road Maintenance Special Revenue Fund	1,145,787	2.1	1,145,787	2.1	
Economic Development Capital Projects Fund	1,309,471	2.4	1,309,471	2.4	
Bridge and Culvert Capital Project Fund	545,613	1.0	545,613	1.0	
Capital Equipment and Vehicle Capital Project Fund	1,091,226	2.0	1,091,226	2.0	
County Debt Service Fund	1,636,839	3.0	1,636,839	3.0	
Total County	42,175,885	77.3	42,175,885	77.3	
School District Operations	47,074,738	116.5	47,074,738	116.5	
School District Debt Service	12,526,325	31.0	12,526,325	31.0	
Total School District	59,601,063	147.5	59,601,063	147.5	
Tri-County Tech Operations	1,636,839	3.0	1,636,839	3.0	
Total Tri-County Tech Operations	1,636,839	3.0	1,636,839	3.0	
Special Purpose Tax District - Keowee Key Fire District	718,910	14.5	718,910	14.5	
Total Special Purpose Tax District	718,910	14.5	718,910	14.5	
Totals	104,132,696	242.30	104,132,696	242.30	
	FY 2019-2020 Mil Value		Value of a Mill Projected Increase		
County Mill for Millage Purposes		545,613		545,613	
School Mill for Millage Purposes		404,075		404,075	
School Bond Millage Purposes		576,107		576,107	
Dist 17 Mill for Millage Purposes		49,580		49,580	
The only additional fee add for FY 2020-2021 was the Animal Control Microchip Fee					
Members of the general public are invited to attend the public hearing. The proposed budget may be examined weekdays in the Oconee County Finance Department or on the County's website at www.oconeesc.com .					



Public Comment SIGN IN SHEET 6:00 PM

June 16, 2020

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Abby Brower	
2	Monty Joseph	
3	Jack Collins	
4	Jerry Barnett	
5 →	Jan Barnett ↵	
6 ↵	Will Hall	
7	Tom Markovitch	
8	Douglas Elliott	
9	Brad Davin -	
10	Peter Glazer -	
11	Peter Barnes -	
12	Phyllis Gardner -	
13	Octavia Childress -	
14	Wes McAlister	
15	Martha Steele =	
16	Douglas W Hedden	
17	Tim Boeve Boeve	
18	Ed McKenzie	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: June 16, 2020 6:00 p.m.

Ordinance 2020-01 "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

1.	Jerry Barnett
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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: June 16, 2020 6:00 p.m.**

Ordinance 2020-02 “AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.”

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: June 16, 2020 6:00 p.m.**

Ordinance 2020-03 "AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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NO ONE



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: June 16, 2020 6:00 p.m.**

Ordinance 2020-12 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

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Matt Durham · 3d

1 yr -365 days

Sun up- sun down

Membership Only

pistol ranges

Rifle ranges

1000yrd range

Metal targets

Skeet bays

Campsites

Firepit

Atv trails

***No ammo restrictions

Bring you own ammunition.

***unlimited guest invitations \$\$

***unlimited range time

In short you can come shoot as much as you want as long as you want.

**Discounts on guns/ammo/targets/cwp classes/ accessories

I'm looking for a fair yearly rate for 1 person.

Things will change- Improvements made-

All of these perks will not be available day 1.

Just like with anything, time will allow for everything but members help to make it happen

*****CATCH*****

ONLY 50 MEMBERSHIPS WILL BE SOLD

Like Reply ...

6  

View 6 previous replies...



Ryan Collins Yea dude put me on the list when you co...

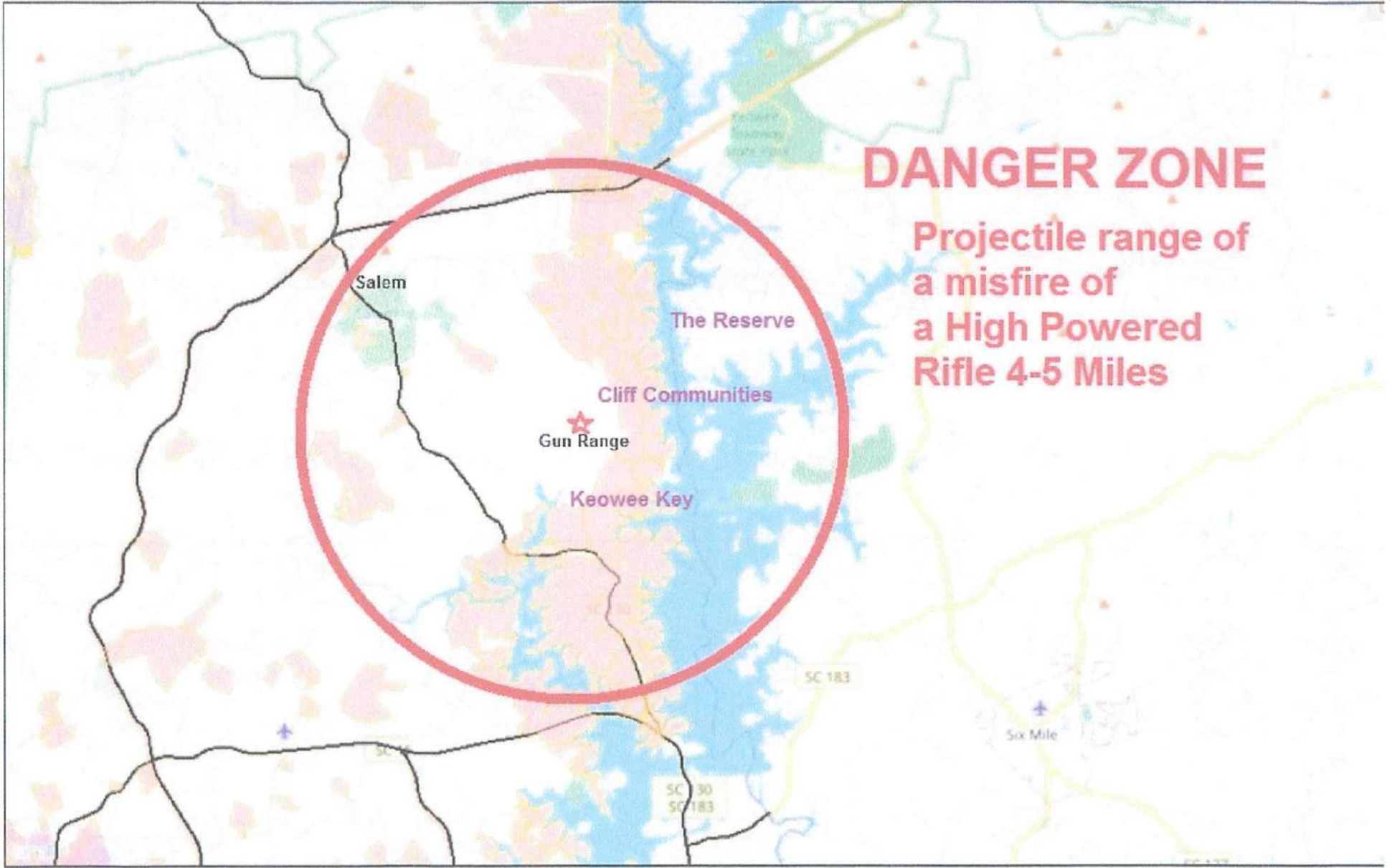


Greg Binder \$500 annual. Senior and/or couples disco...



Write a comment...

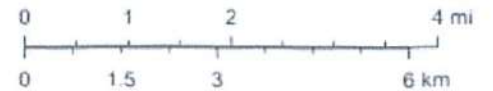




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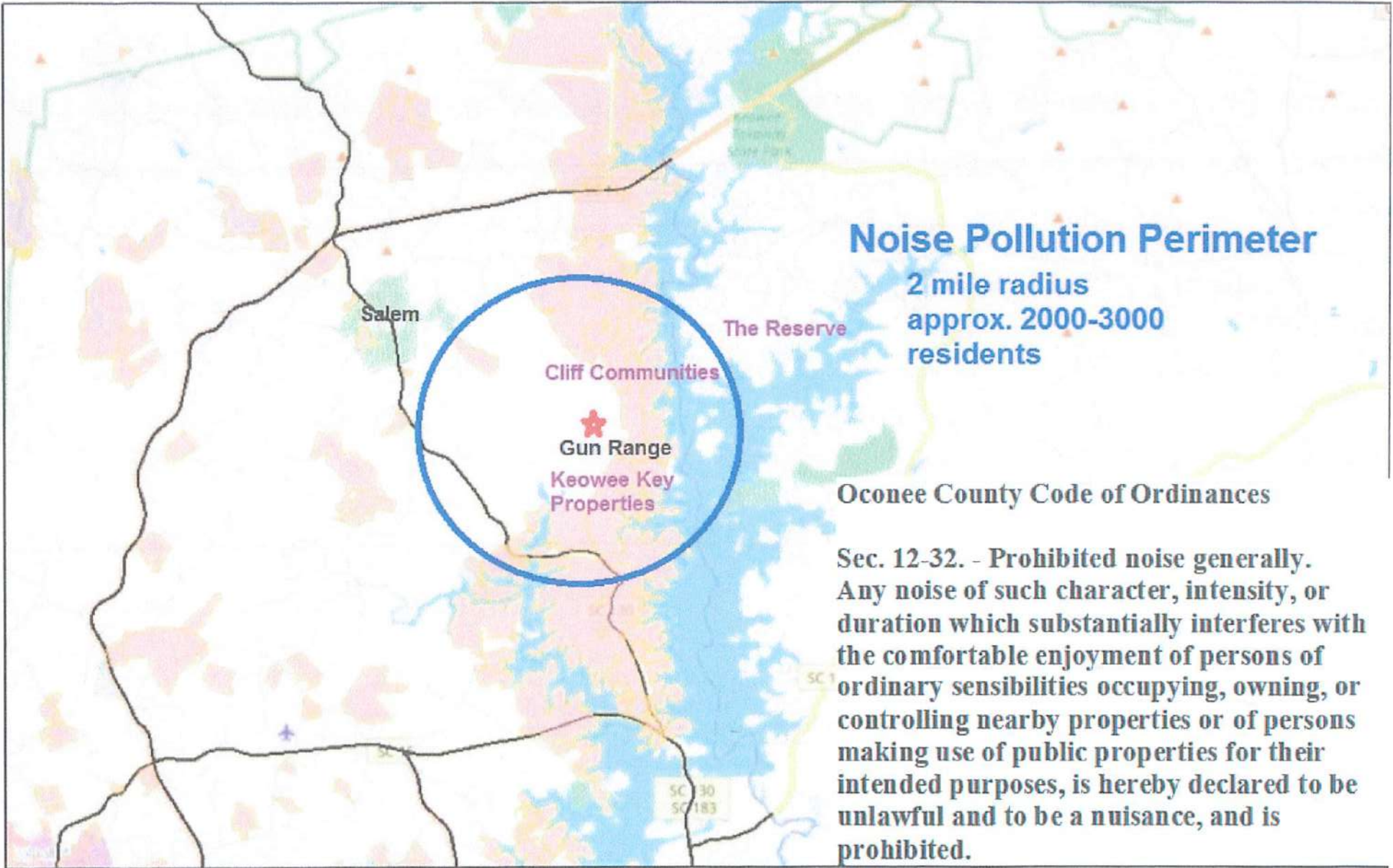
- Subdivisions
- Major Roads
- Seneca
- West Union
- Major Roads
- Municipalities
- Walhalla
- Westminster
- I-85
- Salem

1:144,448



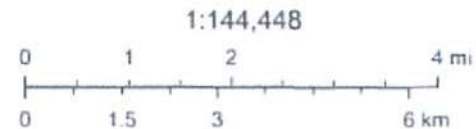
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OCSCGIS



6/13/2020, 6:42:04 PM

- Subdivisions
- Major Roads
- Seneca
- West Union
- Major Roads
- Municipalities
- Walhalla
- Westminster
- I-85
- Salem



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Presentation Summary

Danger Zone Perimeter

A projectile from a misfire on the range has the ability to travel up to 5 miles which would include the neighboring properties, The Cliff, The Reserve and Keowee Key. I am sure they will not like this and they have been notified. Inside the red circle danger zone, you will see that the Town of Salem is at risk also.

Noise Pollution Perimeter.

This is 2 mile radius which again, includes The Cliffs, The Reserve. Keowee Key and all residents in between.

Oconee County Code of Ordinances

Section 12-32. - Prohibited noise generally.

Any noise of such character, intensity, or duration which substantially interferes with the comfortable enjoyment of persons of ordinary sensibilities occupying, owning, or controlling nearby properties or of persons making use of public properties for their intended purposes, is hereby declared to be unlawful and to be a nuisance, and is prohibited.

In 1999 John Droste and his son Tom Droste set up a shooting range on Flat Shoals road off Hwy 11 near Burrels Automotive. Due to the neighbor's complaints, you, Oconee County shut this range down. We ask you be ahead of the game, and do not let this even get started. Also, it would not be fair to the Durham family to invest any further.

In summary these are the 4 main points...

1. Property Values Most of us have been here 20 to 30 years. Our property values will plummet. No one wants to buy a home or property next to a gun range.
2. Noise The amount of noise will be deafening to our family and our furry friends, pets and animals. There are 4 pre-existing horse farms next to the proposed range, as well as goats, chickens, dogs and cats. This is paramount. The noise created will be in direct violation of the Oconee County Noise Ordinance Section. 12-32
3. Safety We feel this gun range will create a unsafe environment to all in the area. Any misfire from a high powered weapon could be deadly. We must be proactive now.
4. Enviromental Impact The lead, from the bullets, is a toxic poison. The proposed gun range is surrounded by Cornhouse Creek. Rain will wash the lead from the gun range into this creek which directly flows into Lake Keowee approximately one quarter mile away.

ADDRESS OF PROPOSED GUN RANGE

453 East Stamp Creek Road

Salem SC 29676

Near Lake Keowee and Nimmons Bridge Road

CURRENT OWNER/SELLER

Steve MacLeod

606 Coleridge Ct

Seneca SC 29672

Phone 864-918-1943

NEW BUYERS

Scott Durham

Teds Barbershop

211 E North 1st Street

Seneca SC 29678

Phone 864 882-7708

Matt Durham (son)

Sure Shot Firearms

211 E North 1st Street

Seneca SC 29678

Phone 864 882-7708

Email: sureshotfirearms00@yahoo.com

Website: Sureshotfirearmssc.com

Dear Oconee County Council Members:

As residents of Keowee I, II, III Subdivision, we are very interested in having “buffer zone” requirements included in the Commercial Development Standards for Oconee County. Oconee County is a very beautiful area and we residents would like to see it remain the scenic area that it is with beautiful lake, mountain, and wooded views. We ask that the Planning Commission establish such requirements so that any commercial development that is near to any residential subdivisions or along our scenic highways not detract from the area’s beauty or the residents’ enjoyment of life in Oconee County.

When my husband and I retired from our jobs in IL, we considered many different areas in the US for our retirement years. Among them were the mountains of CO, since we are skiers, and my beautiful home state of VA. But the scenery and outdoor offerings of Oconee County won us over. We moved here 19 years ago as healthy, active senior citizens and have really enjoyed our years here. We soon became actively involved in volunteer work with KOBA, Our Daily Bread, reading programs in the elementary schools, and our churches—all groups which enhance the lives of so many people in our communities in Oconee County. Please ensure that Oconee will continue to be the beautiful and vibrant place that attracts other people, including active retirees, to make their homes here and join in keeping Oconee a vibrant community!

Therefore, we ask that a “buffer zone” be established for commercial development along our highways and near our subdivisions. We would request that this buffer zone require that any commercial development be far enough away from any existing residential area or scenic view that the business would not detract from or interfere with the existing residential area or the view. We also request that there be a requirement that the commercial development be appropriate in spirit, character, and harmony with the nearby residential area/s and general vicinity in structure, signage, etc.

Thank you for your time and attention.

Yours truly,

John and Martha Steele
1627 Keowee Lakeshore Dr.
Seneca, SC 29672